

**EXHIBIT 5**

**SBA SETTLEMENT AGREEMENT**

## **SETTLEMENT AND PLAN SUPPORT AGREEMENT**

THIS SETTLEMENT AND PLAN SUPPORT AGREEMENT (the "Agreement"), dated as of May 5, 2010, by and among Ciena Capital LLC, formerly known as Business Loan Express, a Delaware limited liability company ("Ciena"), and its direct and indirect debtor subsidiaries listed on Schedule A hereto, including without limitation Business Loan Center, LLC (collectively, the "Debtors"), Ares Capital Corporation, a Maryland corporation and the successor by merger to Allied Capital Corp. ("Ares"), and the United States of America and the United States Small Business Administration ("SBA") (collectively the "United States"; together with the Debtors and Ares, the "Parties"), recites and provides as follows:

### **RECITALS**

A. SBA is an independent agency of the United States endowed with certain powers under the Small Business Act ("Act"), 15 U.S.C. § 631 *et seq.* SBA guarantees certain commercial loans to small businesses, as authorized by Section 7(a) of the Act, *id.* § 636, commonly known as "SBA 7(a) Loans." Congress also granted SBA the authority to supervise and regulate certain SBA-licensed, non-depository lenders known as Small Business Lending Companies ("SBLCs"). *See id.* § 650; *see also* 13 C.F.R. § 120.470 *et seq.*

B. Business Loan Center, LLC, a Delaware limited liability company and one of the Debtors ("BLC"), is an SBLC, licensed and regulated by SBA. On December 9, 1991, BLC's predecessor executed a Small Business Lending Company Participation Agreement ("Participation Agreement") with SBA, pursuant to which it accepted SBA supervision and examination and became eligible to participate in the SBA 7(a) Loan program as a lender (an "SBA Lender"). On December 20, 1991, BLC's predecessor executed a Loan Guaranty Agreement (Deferred Participation) ("SBA Form 750") with SBA, pursuant to which it became authorized to make SBA 7(a) Loans, subject to SBA's rules and regulations. On March 7, 2003, after the conclusion of the various reorganizations and name changes, BLC executed a new SBA Form 750, which agreement remains in effect. On June 18, 2003, BLC executed a Supplemental Guaranty Agreement Preferred Lenders Program (PLP) ("PLP Agreement") which gave BLC the ability to process, service and liquidate SBA 7(a) Loans under the PLP delegated-authority loan program. BLC has also executed Supplemental Guaranty Agreements for SBA's SBA Express and Community Express delegated-authority loan programs (together with the PLP Agreement, the "Supplemental Guaranty Agreements"). Of the Debtors, BLC is the only entity authorized to participate in the SBA 7(a) Loan program.

C. Pursuant to those certain agreements between SBA and BLC entitled "U.S. Small Business Administration's Terms and Conditions for the Prevention of Losses Due to Fraud and for Certain Corrective Action by BLX," dated March 6, 2007 (the "March 6 Agreement"), and "Escrow Agreement Between the U.S. Small Business Administration, Business Loan Center, LLC and Wells Fargo Bank, National Association," dated March 6, 2007 (the "Escrow Agreement") (i) BLC established a \$10 million escrow fund to cover reimbursements to the SBA for any SBA 7(a) Loans that

defaulted and that “at any time in the future [become] the subject of a criminal conviction, or guilty pleas” by any past, present or future employee of BLC; (ii) BLC agreed to have an independent third party perform a “fraud and operational” review of newly originated SBA 7(a) Loans within seven business days after closing; (iii) BLC agreed to repurchase the guaranteed portion of any defaulted SBA 7(a) Loan from the secondary market and to cause a fraud review of such Loan to be conducted before triggering the SBA’s obligation to pay the guaranteed amount to BLC; and (iv) BLC was allowed to continue as a participant in the PLP Program.

D. On September 30, 2008, the Debtors filed petitions for relief under chapter 11 of the United States Bankruptcy Code, Case Nos. 08-13783 *et seq.* (collectively, the “Bankruptcy Cases”), in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). On November 5, 2008, the Bankruptcy Court entered a *Final Order Authorizing Debtors to (i) Honor Certain Pre-Petition Servicing and Related Obligations and (ii) Continue to Perform Servicing and Related Obligations in the Ordinary Course of Business* (the “Servicing Order”). Pursuant to the Servicing Order, BLC was authorized to perform its servicing obligations pursuant to SBA Form 750, including collecting and remitting all amounts relating to the SBA 7(a) loans and continuing to comply with all contractual obligations during the period from the date of the filing of the Bankruptcy Petition to the date on which SBA Form 750 is rejected or assumed. In the Servicing Order, BLC acknowledged and agreed that all payments on and other proceeds of the SBA 7(a) Loans constitute property of the beneficial owner or owners of the respective loan.

E. Ciena and BLC assert the following claims against the SBA in the following amounts, each of which the SBA disputes, asserts defenses to, and/or asserts offsets against (collectively, the “Specific Ciena Claims”):

(i) Approximately \$50 million in damages for SBA’s allegedly untimely approval of BLC’s request to securitize approximately \$70 million of unguaranteed portions of SBA 7(a) Loans, in violation of the March 6 Agreement;

(ii) Approximately \$2.2 million in damages for SBA’s allegedly untimely post-closing reviews of loans BLC purchased pursuant to the March 6 Agreement, supposedly in violation of the March 6 Agreement;

(iii) Approximately \$28 million that SBA allegedly has not reimbursed BLC for BLC’s repurchase of certain loans;

(iv) Approximately \$2 million in damages for SBA’s allegedly untimely approval of BLC’s request to sell a portfolio of approximately 2,000 Community Express loans;

(v) Approximately \$0.6 million in damages for fees BLC paid to a third-party reviewer appointed under the March 6 Agreement for the reviewer’s alleged failure to meet certain contractual requirements;

(vi) Up to approximately \$2.6 million in damages for SBA's alleged delay in approving BLC's request to sell certain loans on the SBA's secondary market (as that phrase is defined in 13 C.F.R. § 120.601, the "Secondary Market");

(vii) Approximately \$13.5 million of reimbursements for ordinary course expenses allegedly incurred by BLC as of March 18, 2009 in the course of servicing and liquidating SBA 7(a) Loans, as set forth on Schedule B hereto (collectively, the "Servicing Advance Reimbursement Claims as of March 18, 2009");

(viii) Approximately \$8.5 million for the SBA's obligation to purchase the guaranteed portions of certain SBA 7(a) Loans that are owned by a Debtor and that defaulted prior to March 18, 2009 (collectively, the "Pre-March 18, 2009 Guarantee Purchase Claims");

(ix) An unliquidated amount for the SBA's obligation to purchase the guaranteed portions of SBA 7(a) Loans that are owned by a Debtor and that defaulted or may default after March 18, 2009 (collectively, the "Post-March 18, 2009 Guarantee Purchase Claims");

(x) Approximately \$2,162,981 in servicing strips owed by SBA to BLC on SBA 7(A) Loans sold on the Secondary Market that defaulted prior to March 18, 2009 (collectively, the "Pre-March 18, 2009 Servicing Strips"); and

(xi) An unliquidated amount for the servicing strips owed by SBA to BLC on SBA 7(a) loans sold on the Secondary Market that defaulted or may default during the period from March 18, 2009 to the Effective Date of the Plan (collectively, the "Post-March 18, 2009 Servicing Strips").

F. The SBA asserts the following claims against BLC in the following amounts, each of which BLC disputes, asserts defenses to, and/or asserts offsets against (collectively, the "Specific SBA Claims");

(i) Approximately \$49,974,000 of claims pursuant to 13 C.F.R. § 120.524, arising from SBA 7(a) Loans originated by BLC that either have been purchased by SBA as of March 18, 2009 or have been presented by BLC to SBA for purchase before March 18, 2009 (collectively, the "Existing Repair and Denial Claims");

(ii) Approximately \$392,000 for BLC's alleged breaches of various provisions of the March 6 Agreement;

(iii) Approximately \$2.8 million for various fees and penalties that BLC allegedly owed as of March 18, 2009 to SBA in connection with BLC's servicing of SBA 7(a) Loans and participation in the SBA 7(a) Loan program; and

(iv) Contingent claims against BLC in the amount of approximately \$33,824,000 million (net present value) pursuant to 13 C.F.R. § 120.524 that may arise from SBA 7(a) Loans originated by BLC prior to March 18, 2009, but that SBA estimates it will be obligated to purchase after March 18, 2009 (collectively, the “Future Repair and Denial Claims”).

G. Each of BLC and the SBA claim the entirety of the Escrow Fund (as defined below).

H. On January 28, 2009, SBA and the Official Committee of Unsecured Creditors appointed in the Bankruptcy Cases (the “Committee”) filed an adversary proceeding (the “Challenge Action”) in the Bankruptcy Cases against Allied Capital Corp. and Citibank N.A. (“Citibank”) raising various specific challenges to the allowance of the secured claims totaling \$325 million asserted by Ares, as successor in interest to Allied Capital Corp., and Citibank in the Bankruptcy Cases (together, the “Ares/Citi Secured Claims”).

I. On March 17 and 18, 2009, the Parties mediated (the “Mediation”) (i) the Specific Ciena Claims, (ii) the Specific SBA Claims, and (iii) various other disputes among them. The Mediation also separately covered (iv) an action under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, captioned *United States ex rel. Brickman et al. v. Business Loan Express et al.*, No. 04 Civ. 3789 against BLC, Allied Capital Corp., and certain individuals (the “FCA Action”) in the United States District Court for the Northern District of Georgia (the “District Court”). This Agreement reflects the agreement in principle reached at the Mediation with respect to the global settlement and resolution of all matters other than the FCA Claims. A separate settlement agreement, dated as of April 5, 2010 (the “FCA Settlement Agreement”), reflects the agreement in principle reached at the Mediation with respect to the global settlement and resolution of the FCA Claims.

J. Pending the negotiation and execution of this Agreement and the FCA Settlement Agreement and the various required approvals by the Bankruptcy Court, the District Court and the Department of Justice, the Parties entered into that certain letter agreement, dated April 10, 2009 (the “Letter Agreement”), pursuant to which the SBA agreed, *inter alia*, to permit the sale of five specific SBA 7(a) Loans originated by BLC (collectively, the “Sold Loans”) provided that BLC (i) retained the proceeds of such sales (together with proceeds of other SBA 7(a) Loans currently required to be retained by BLC, including from obligations unrelated to the First Letter Agreement, collectively, the “Loan Sale Proceeds”) in BLC until the parties have executed this Agreement and (ii) agreed to repurchase such loans if certain conditions occur prior to the execution of this Agreement (the “Interim Loan Repurchase Obligations”).

K. By multiple stipulations, the last of which is dated March 8, 2010 (collectively, the “Extension Stipulations”), various bankruptcy-related deadlines, including without limitation the SBA’s deadline for filing proofs of claims in the Bankruptcy Cases (collectively, the “Bankruptcy Deadlines”), have been extended until the earlier of (i) the Effective Date of the Plan (as defined below) and (ii) July 1, 2010.

L. The Parties wish to avoid the time, expense, and risk of litigation by resolving their claims against each other and agreeing to the terms set forth in this Agreement. This Agreement represents a fair and reasonable settlement and is the product of extensive, arm's-length negotiations. This Agreement is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest because it resolves the claims among the Parties in the most cost-effective manner reasonably available. This Agreement will allow the Debtors to avoid the expense and distraction of complex litigation, and will allow the Debtors to focus their efforts on emerging from Chapter 11 successfully. This Agreement is well within the range of reasonableness given the circumstances of these cases and the nature of the Parties' disputes. Further, the Parties believe that given the risk of protracted litigation, it will be difficult to achieve resolution of this matter on terms more favorable to any of the Parties than those provided in this Agreement. If continued litigation becomes the only available option, the Debtors will have to expend significant time and resources, while facing uncertainty as to outcome.

M. SBA, through its Administrator, has the power to take any and all actions that SBA determines are necessary or desirable in compromising, modifying, liquidating or otherwise dealing with or realizing on loans made under the provisions of the Act. *See* 15 U.S.C. § 634(b)(7). SBA, through its Administrator, further has the authority to approve any plan of reorganization of an SBLC. *See* 13 C.F.R. § 120.475. SBA has determined that this Agreement is necessary and/or desirable in compromising, modifying, liquidating, or otherwise dealing with or realizing on loans pursuant to the Act and SBA's regulatory powers and authority over SBLCs.

N. This Agreement is a negotiated compromise of disputed claims among the Parties. Neither the Agreement, its execution, nor the performance of any obligations under it, including any payments, nor the fact of any compromise or settlement, or any statements made in connection with its negotiation, is intended to be, or shall be understood as, an acknowledgement of responsibility, admission of liability or wrongdoing, or other expression reflecting upon the merits of the disputes by and among the Parties.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. **Definitions.** Terms herein with an initial capital not required by standard capitalization rules are defined terms, and each such term not parenthetically or otherwise defined herein shall have meaning ascribed to it in this section.

- (a) **"Modified Capital Requirements"** shall mean the modified minimum capital requirements of 13 C.F.R. § 120.471 which, due to BLC's Restricted Operations (defined below) and until such time as BLC proposes to transfer ownership or control of its SBLC license, shall be calculated as follows: (i) 10% of unguaranteed share of loans outstanding

or serviced until SBA charge-off, (ii) the calculation of the modified minimum capital requirements shall not include the Released Guarantee Loans, and (iii) the net book value of BLC's share of the Released Guarantee Loans shall be included as assets on BLC's balance sheet for purposes of determining whether BLC satisfies the minimum capital requirement; provided, however, that the SBA retains the right, in its reasonable discretion, to require that BLC increase its capital, as defined in 13 C.F.R. § 120.471(b), in the event that the aggregate dollar amount of servicing/liquidation-related repair and denial claims is excessive after the Effective Date of the Plan (as defined below); and further provided that SBA retains the right to require that BLC increase its capital in accordance with the requirements of 13 C.F.R. §§ 120.472, 120.473 and 120.474. For the avoidance of doubt, while BLC is engaging in Restricted Operations and until such time as BLC proposes to transfer ownership or control of its SBLC license, "Modified Capital Requirements" shall not mean or include the "securitizer" capital requirement of 13 C.F.R. § 120.425. For the avoidance of doubt, the Modified Capital Requirements shall be calculated in accordance with the examples in Exhibit 1 annexed hereto.

- (b) "Claim" shall have the meaning ascribed to it in 11 U.S.C. § 101(5) and shall include, for the avoidance of doubt, all rights of offset and recoupment.
- (c) "Closing Opinions" shall mean legal opinions from Hunton & Williams LLP, counsel to the Debtors, in form and substance reasonably acceptable to the SBA that (i) after the Effective Date of the Plan (as defined below), BLC will not have any obligations to repurchase securitized loans or otherwise be subject to recourse liabilities in connection with its securitizations, (ii) the SBA's agreement in subparagraph 3(g) of this Agreement not to enforce the "securitizer" capital requirement contained in 13 C.F.R. § 120.425(a) does not violate any of the securitization-related agreements to which BLC is a party, (iii) BLC has obtained all required consents and approvals necessary for the Effective Date of the Plan (as defined below) to occur; and (iv) the funds collected by BLC on behalf of Registered Holders (defined below) of SBA 7(a) Loans and the SBA share of liquidation proceeds of SBA 7(a) Loans deposited in the Debtors' centralized cash management system are not subject to attachment or seizure by creditors of any of the non-BLC Debtors participating in the centralized cash management system, provided that the centralized cash management bank will have offset rights against all amounts in the system for amounts fees and other charges owed to the centralized cash management bank in connection with its management of the centralized cash management system.
- (d) "Dividend Restrictions" shall mean the requirement that BLC obtain advance written SBA approval for any proposed dividend or distribution of cash or other assets after first submitting on a timely basis each of the

following to the SBA: (i) a request for approval of the proposed dividend or distribution, including the amount and nature thereof, (ii) an unaudited BLC cash-flow statement for three-month period immediately preceding the date of the request, (iii) an unaudited BLC balance sheet dated within 30 days of the request, (iv) unaudited BLC income statements for the three-month period ending on the date of the balance sheet and fiscal year-to-date, (v) a capital calculation demonstrating that BLC is in compliance with the Capital Requirements before and after the proposed dividend or distribution (with the Released Guarantee Loans clearly delineated in the calculation) and a certification, in accordance with the requirements of 13 C.F.R. § 120.462(c), that the capital calculation and the financial statements upon which it is based are correct and that BLC will be in compliance with the Cash on Hand Requirement (as defined below) both before and after the proposed dividend or distribution; and (vi) any additional information as reasonably requested by SBA to assist in its decision-making. For the avoidance of doubt, payments made under the Restructured Credit Facility shall not constitute “dividends or distributions” for purposes of this definition and this Agreement.

- (e) “Effective Date of this Agreement” shall mean the first Business Day after each of the following have occurred: (i) the Bankruptcy Court’s order approving this Agreement becomes a Final Order; (ii) the United States Department of Justice (“DOJ”) gives its final approval of this Agreement and the FCA Settlement Agreement; (iii) the SBA gives its final approval of this Agreement; (iv) all Parties have signed this Agreement and the FCA Settlement Agreement, (v) the Bankruptcy Court’s order approving the FCA Settlement Agreement becomes a Final Order, (vi) the District Court’s order approving the FCA Settlement Agreement, if any such order is required or sought, becomes a Final Order, and (vii) delivery of the Closing Opinions.
- (f) “Effective Date of the Plan” shall mean the “Effective Date” as defined in the Plan.
- (g) “Escrow Fund” shall mean the escrow account established by BLC for the benefit of SBA under the March 6 Agreement and the Escrow Agreement, Account No. 22202500, at Wells Fargo Bank, National Association (the “Escrow Agent”). As of January 31, 2010, the balance, including interest, in the Escrow Fund was \$10,612,158.22.
- (h) “Excluded Ciena Claims” shall mean (i) any refunds, credits, offsets or defenses arising under the Internal Revenue Code to which any of the Debtors is entitled, (ii) any claims for reimbursement of servicing advances made by any of the Debtors after March 18, 2009 (*i.e.*, any claims for reimbursement of servicing advances *other than* the Servicing Advance Reimbursement Claims as of March 18, 2009), (iii) any obligation or claim created by, arising under or specifically preserved by



this Agreement, and (iv) any claims arising out of acts or events or omissions occurring or failing to occur after the Effective Date of this Agreement.

- (i) “Excluded SBA Claims” shall mean (i) any civil or administrative liability arising under the Internal Revenue Code, civil fraud statutes, environmental statutes, antitrust statutes, securities statutes, or labor and employment statutes, (ii) any criminal liability, (iii) any liability whatsoever that does not arise out of or relate in any way to BLC as an SBA Lender or SBLC under the Act, (iv) any obligation or Claim created by, arising under or specifically preserved by this Agreement, (v) any Claims arising out of acts or events or omissions occurring or failing to occur after the Effective Date of this Agreement, (vi) any Claim or other right or privilege of the United States or any of its departments or agencies other than SBA in the Bankruptcy Cases; and (vii) any Future Repair and Denial Claims arising out of or in any way related to BLC’s servicing or liquidation of SBA 7(a) Loans after March 18, 2009.
- (j) “Final Order” shall mean an order of the Bankruptcy Court or the District Court, as the case may be, that (i) has not been reversed, vacated, modified, amended or reconsidered and (ii) as to which (a) the time to file an appeal or motion to vacate, modify, amend or reconsider has expired and no appeal or motion to vacate, modify, amend or reconsider has been timely filed, (b) any appeal that has been filed has been resolved by the highest court to which the order appealed may be taken, or (c) an appeal or motion to vacate, modify, amend or reconsider has been timely filed, but no stay pending such appeal or such motion to vacate, modify, amend or reconsider has been issued.
- (k) “Loan Program Requirements” shall have the meaning ascribed to it in 13 C.F.R. § 120.10, as amended.
- (l) “Plan” shall mean any Chapter 11 plan of reorganization proposed by BLC alone or with one or more of the other Debtors that contains terms and conditions at least as favorable to the SBA as those set forth in the Plan Term Sheet and does not contain any term or condition inconsistent with the terms and conditions in the Plan Term Sheet.
- (m) “Plan Term Sheet” shall mean the term sheet annexed hereto as Exhibit 2.
- (n) “Registered Holder” shall have the meaning ascribed to it in 13 C.F.R. § 120.600(j).
- (o) “Released Guarantee Loans” shall mean the loans identified on Schedule C annexed hereto. For the avoidance of doubt, the Released Guarantee Loans do not constitute “SBA 7(a) Loans” from and after the Effective Date of this Agreement.

- (p) “Restricted Operations” shall mean the conditions and limitations imposed on BLC’s ongoing SBLC operations as set forth in this Agreement.
- (q) “Restructured Credit Facility” shall have the meaning ascribed to it in the Plan Term Sheet.

2. **Settlement.**

- (a) On the Effective Date of the Plan:
  - (i) Except as otherwise specified below, each of the Debtors and Ares and each of their respective officers, directors, shareholders, investors, managers, employees, agents, attorneys, consultants and advisors, on behalf of themselves and their respective predecessors, successors, assigns, and estates, irrevocably and absolutely releases, acquits and discharges the United States and each of its agencies (including without limitation the SBA) and each of their respective employees, agents, attorneys, consultants and advisors, in their respective capacities, of and from any and all Claims of any type whatsoever (including attorneys’ fees, costs and expenses of any kind however denominated), direct or derivative, sounding in contract or tort, legal or equitable, common law or statutory, known or unknown, contingent or fixed, liquidated or unliquidated, matured or unmatured, arising in whole or in part out of, arising in connection with or relating in any way to (x) actions or events arising out of or in any way related to BLC as an SBA Lender or SBLC under the Act occurring (including without limitation loans originated by BLC) prior to the Effective Date of the Plan, whether known or unknown, (y) facts arising out of or in any way related to BLC as an SBA Lender or SBLC under the Act existing as of the Effective Date of the Plan, whether known or unknown, or (z) omissions arising out of or in any way related to BLC as an SBA Lender or SBLC under the Act failing to occur prior to the Effective Date of the Plan, whether known or unknown, including without limitation each of the Specific Cienra Claims, but excluding each of the Excluded Cienra Claims;
  - (ii) Except as otherwise specified below, the United States, on behalf of itself and each of its officers, agents, departments and agencies, including without limitation the SBA, irrevocably and absolutely releases, acquits and discharges each of the Debtors and Ares and their affiliates, predecessors, successors, and assigns, and each of their respective officers, directors, shareholders, investors, managers, employees, agents, attorneys, consultants and advisors, in their respective capacities, of and from any and all Claims of any type whatsoever (including attorneys’ fees, costs and expenses of any kind however denominated), sounding in contract or tort,

direct or derivative, legal or equitable, common law or statutory, known or unknown, contingent or fixed, liquidated or unliquidated, matured or unmatured, arising in whole or in part out of or arising in connection with or relating in any way to (x) actions or events arising out of or in any way related to BLC as an SBA Lender or SBLC under the Act occurring (including without limitation loans originated by BLC) prior to the Effective Date of the Plan, whether known or unknown, (y) facts arising out of or in any way related to BLC as an SBA Lender or SBLC under the Act existing as of the Effective Date of the Plan, whether known or unknown, or (z) omissions arising out of or in any way related to BLC as an SBA Lender or SBLC under the Act failing to occur prior to the Effective Date of the Plan, whether known or unknown, including without limitation each of the Specific SBA Claims and the Interim Loan Repurchase Obligations, but excluding each of the Excluded SBA Claims;

- (iii) BLC irrevocably and absolutely releases and discharges the SBA from its guarantee of the Released Guarantee Loans, the Pre-March 18, 2009 Servicing Strips, and the Post-March 18, 2009 Servicing Strips;
  - (iv) All restrictions on the use of the Loan Sale Proceeds terminate, and BLC is permitted to use the Loan Sale Proceeds as it deems appropriate in accordance with the Loan Program Requirements and the provisions of this Agreement;
  - (v) The Escrow Agent shall be and hereby is directed to remit all amounts in the Escrow Fund to SBA, which may retain such funds free and clear of any Claim by the Debtors and Ares; and
  - (vii) BLC's PLP status is suspended, and in accordance with SBA's rules and regulations, such suspension shall not affect BLC's continued servicing and liquidation of its SBA Section 7(a) Loan portfolio.
- (b) From and after the Effective Date of this Agreement, the SBA shall:
- (i) Not object to, challenge, or in any way impede the allowance of the Ares/Citi Secured Claims;
  - (ii) Affirmatively support any settlement of the Challenge Action proposed by the Debtors that is not inconsistent with this Agreement or the Plan;
  - (iii) Cast all votes with respect to Claims held or controlled by the SBA to accept, and otherwise support the prompt confirmation of, the Plan in accordance with the Bankruptcy Code, the Bankruptcy

Rules, the solicitation materials distributed in connection with the Plan, and this Agreement; provided that nothing in this provision or in this Agreement shall preclude the United States or any of its departments or agencies other than the SBA from objecting to or opposing confirmation of the Plan, subject to compliance with the FCA Settlement Agreement and any other agreements to which the United States or any of its departments or agencies other than the SBA may be subject;

- (iv) Refrain from proposing its own plan of reorganization or supporting, consenting to or participating in the formulation of any plan of reorganization other than the Plan; directly or indirectly seeking or supporting the dismissal of the Chapter 11 Cases or conversion of the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code; or directly or indirectly seeking or supporting the appointment of a Chapter 11 trustee or an examiner of any type; provided that nothing in this provision or in this Agreement shall preclude the United States or any of its departments or agencies other than the SBA from taking the actions described in this paragraph, subject to compliance with the FCA Settlement Agreement and any other agreements to which the United States or any of its departments or agencies other than the SBA may be subject;
- (v) Not sell, transfer or otherwise convey any of the Specific SBA Claims or any proofs of claim filed by or on behalf of the SBA in the Bankruptcy Cases to any third party;
- (vi) Support the approval of this Agreement by the Bankruptcy Court and, in connection with such approval, permit accurate disclosure by the Debtors of the contents of this Agreement as may be necessary or advisable in the discretion of the Debtors after consultation with their professionals; and
- (vii) Refrain from directly or indirectly objecting to or otherwise opposing approval of the Disclosure Statement, so long as the Disclosure Statement is not inconsistent with this Agreement or the Plan or contrary to the Bankruptcy Code or the Act or otherwise contrary to law; directly or indirectly objecting to or otherwise opposing confirmation of the Plan; directly or indirectly joining or supporting any other party in objecting to or otherwise opposing the Plan; directly or indirectly joining or supporting any other party in directly or indirectly objecting to the confirmation of or otherwise opposing the Plan; seeking any modification of the Plan without obtaining the express prior written consent and support of the Debtors; or (directly or indirectly taking any action inconsistent with the terms set forth herein; *provided* that nothing in this

provision or in this Agreement shall preclude the United States or any of its departments or agencies other than the SBA from taking the actions described in this subparagraph, subject to compliance with the FCA Settlement Agreement and any other agreements to which the United States or any of its departments or agencies other than the SBA may be subject.

3. **SBA Operating Covenants.** From and after the Effective Date of the Plan, the SBA shall:

- (a) Not enforce the securitizer capital requirement contained in 13 C.F.R. § 120.425(a) while BLC is engaging in Restricted Operations and until such time as BLC proposes to transfer ownership or control of its SBLC license, provided that SBA reserves the right to impose increased capital requirements in accordance with this Agreement;
- (b) Not terminate or attempt to terminate any or all of BLC's servicing rights based in any respect or to any extent on actions, events, or omissions occurring or failing to occur, as the case may be, prior to the Effective Date of the Plan;
- (c) Except as set forth in this Agreement, not interpret or apply the Loan Program Requirements any differently with respect to BLC than with respect to SBLCs not engaging in Restricted Operations, recognizing that the SBA's application of the Loan Program Requirements to SBLCs not engaging in Restricted Operations varies from case to case depending upon the circumstances;
- (d) Approve or disapprove, as the case may be, any request to make a dividend or distribution submitted in accordance with the Dividend Restrictions within seven (7) business days after submission of the request;
- (e) Not unreasonably withhold approval of a request to make a dividend or distribution submitted by BLC in accordance with the Dividend Restrictions; and
- (f) Reimburse BLC for its share of the servicing advances made after March 18, 2009 on a timely basis, in accordance with this Agreement, and based on the practices and procedures currently utilized by the SBA with respect to SBLCs not engaging in Restricted Operations.

4. **Debtor Operating Covenants.** From and after the Effective Date of the Plan, BLC shall:

- (a) Continue to participate in the SBLC program under Restricted Operations and continue to comply with and remain subject to all applicable aspects of the Loan Program Requirements relating to the SBLC program,

including without limitation Subparts D and I of 13 C.F.R. Part 120, except as modified by this Agreement.

- (b) Service and liquidate all SBA 7(a) Loans in BLC's portfolio in compliance with the applicable aspects of the Loan Program Requirements;
- (c) Pay to SBA all moneys to which SBA is entitled that BLC recovers or has recovered from any source whatsoever or has the right to recover on any SBA 7(a) Loan in accordance with BLC's obligations under SBA Form 750, the Loan Program Requirements, and the Servicing Order, as applicable, including without limitation the SBA's pro rata share of liquidation recoveries on SBA 7(a) Loans related to the Servicing Advance Reimbursement Claims as of March 18, 2009 after BLC recovers all eligible servicing advances related to such SBA 7(a) Loans, eligibility of such advances being determined in accordance with SBA's existing practices and procedures;
- (d) Limit its activities to the servicing and liquidation of its existing SBA 7(a) Loan portfolio, including without limitation special servicing activities such as negotiating and entering into assumptions and notes receivable, purchasing, holding for sale, and selling REO properties with and without term financing provided such special servicing activities are in compliance with the Loan Program Requirements;
- (e) For the five-year period commencing on the Effective Date of the Plan and continuing thereafter unless decreased by SBA upon BLC's request at the end of the five-year period, maintain a minimum unencumbered cash balance in the Debtors' centralized cash management system available to BLC upon demand in the amount of at least \$2 million (the "Cash on Hand Requirement");
- (f) Comply with the Modified Capital Requirements;
- (g) Provide such additional and further documentation and access to files in connection with the Released Guarantee Loans as the SBA may reasonably request, including information regarding BLC's valuation methodology;
- (h) Provide notice to the SBA of (i) any litigation commenced against any of the Debtors seeking monetary damages in the amount of \$1 million or more and (ii) any judgment lien or other lien against assets of any of the Debtors (other than those collateralizing the Restructured Credit Facility) in the amount of \$250,000 or more;
- (i) In addition to the reporting requirements set forth in the Loan Program Requirements, provide (i) audited consolidated annual financial statements for Ciena, (ii) unaudited quarterly financial statements for BLC, (iii)

unaudited quarterly consolidated financial statements for Ciena, (iv) quarterly reconciliations of cash accounts by each of the Debtors, which reconciliations shall be tied to the quarterly financial statements identified in subclauses (ii) and (iii) of this subparagraph and shall be accompanied by supporting bank account statements and other information reasonably requested by SBA, and (v) a statement from BLC's auditor as to the methodology employed in calculating the cash balance reported in BLC's audited financial statements;

- (j) Continue to own the Released Guarantee Loans, provided that BLC may sell any or all of the Released Guarantee Loans in one or more lots in BLC's discretion if BLC either (i) provides at least seven (7) business days' advance notice of the terms of the proposed sale(s) (with proposed sales aggregated on a weekly basis) and a capital calculation and certification demonstrating compliance with the Modified Capital Requirements both before and after the proposed sale(s) or (ii) retains all cash proceeds from sales of the Released Guarantee Loans in BLC until BLC chooses to provide the capital calculation and certification described in subclause (i) of this subparagraph and complies with the Dividend Requirements;
- (k) Maintain a separate reserve account/calculation for the Released Guarantee Loans which shall be clearly delineated on BLC's balance sheet;
- (l) Not make any dividend or distribution of cash or other assets without first complying with the Dividend Restrictions;
- (m) Not engage in any Securitization of any SBA 7(a) Loan or any interest in or portion of an SBA 7(a) Loan, provided that residual interests from prior Securitizations shall not constitute an "interest in or portion of" an SBA 7(a) Loan for purposes of this subparagraph;
- (n) Not sell on the Secondary Market any SBA Section 7(a) Loan or any interest in or portion of an SBA Section 7(a) Loan; for the avoidance of doubt, residual interests from prior Securitizations shall not constitute an "interest in or portion of" an SBA Section 7(a) Loan for purposes of this subparagraph;
- (o) Prior to making principal payments on the Restructured Credit Facility (as defined in the Plan Term Sheet), provide the SBA with a certification that BLC is in compliance with the Modified Capital Requirements and to the extent that the payment on the Restructured Credit Facility will result in a capital shortfall, make up the capital shortfall before making the payment;
- (p) Not originate any SBA 7(a) Loans;

- (q) Not grant any security interest in or lien on any SBA 7(a) Loan or any interest in or portion of an SBA 7(a) Loan or any servicing rights with respect to BLC's existing SBA 7(a) Loan portfolio, other than the security interests and liens collateralizing the Restructured Credit Facility (as defined in the Plan Term Sheet);
- (r) Sell or surrender its SBLC license in a timely fashion after completing the wind-down or sale of substantially all of BLC's assets and obtain SBA approval for any transfer of BLC's SBLC license as set forth in 13 C.F.R. § 102.475;
- (s) Sweep all funds collected by the Debtors' centralized cash management system on behalf of Registered Holders of SBA 7(a) loans sold in the Secondary Market from the centralized cash management system within two (2) business days of receipt and hold such funds, as required by paragraph 6(f) of SBA Form 1086, in a trust account with the name "Colson Services Corp., FTA, in trust for the individual security beneficiaries" until paid to the FTA, and comply with any future SBA policy changes on this issue;
- (t) Hold all amounts owed to the SBA, including without limitation the SBA's share of all proceeds of the liquidation of SBA 7(a) Loans in which SBA has purchased its guaranty share, in a segregated BLC account that holds all and only amounts due to the SBA, and remit the SBA share of the liquidation proceeds to SBA within 15 days of the receipt date of payment detailed on a properly completed SBA Form 172, as required by the Loan Program Requirements;
- (u) Within 90 days after the Effective Date of the Plan, submit to SBA a baseline liquidation status report for SBA 7(a) Loans in BLC's portfolio that are more than 60 days past due in a form mutually satisfactory to SBA and BLC;
- (v) Submit to SBA purchase packages and wrap-up reports for all SBA 7(a) Loans purchased by SBA from the Secondary Market after March 18, 2009 in a form mutually satisfactory to SBA and BLC, which shall include without limitation a breakdown showing the allocation of servicing advances, SBA-approved servicing advances, total recoveries, and servicing advance reimbursements from recoveries calculated in accordance with Exhibit 3; and
- (w) When making a request for SBA approval to sell or transfer any SBA 7(a) Loans other than the Released Guarantee Loans, provide SBA with adequate assurance reasonably acceptable to SBA that BLC's then-remaining SBA 7(a) Loan portfolio will be serviced and liquidated as required by this Agreement.



5. **Representations and Warranties of the Parties.** Each of the Parties represents and warrants as to itself that, to the extent applicable, the following statements are true, accurate and complete as of the date hereof:

- (a) Each of the recitals hereto is true, accurate and complete in all material respects as of the date hereof;
- (b) Such Party has all requisite power and authority to enter into this Agreement and, subject to approval of this Agreement by the Bankruptcy Court, to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;
- (c) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary governmental, corporate, partnership, limited liability company action on its part;
- (d) The execution, delivery and performance by such Party of this Agreement does not and shall not: (i) violate any provision of law, rule or regulation applicable to it; (ii) violate its certificate of incorporation, bylaws, or other organizational documents or those of any of its subsidiaries; or (iii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party;
- (e) Such Party is the sole owner of any and all claims, demands, causes of action, obligations, rights and/or liabilities released herein, and that no other party has any right, title, or interest whatsoever in such claims, demands, obligations, rights and/or liabilities as released herein;
- (f) Such Party did not rely upon any representation, warranty, statement or promise other than those expressly contained herein, including without limitation any representation regarding the scope or nature of the Specific SBA Claims, Specific Ciena Claims, the Excluded SBA Claims or the Excluded Ciena Claims;
- (g) Such Party has had the advice of counsel in connection with the matters referred to herein, and has executed and delivered this Agreement freely and knowingly after having received and duly considered such advice and counsel.

6. **Bankruptcy Deadlines.** In the event of a Termination Event (defined below) for which no written waiver is executed, the Bankruptcy Deadlines shall be and hereby are re-set to dates no earlier than 60 days after the Termination Event in such a manner that each Bankruptcy Deadline is separated from the next Bankruptcy Deadline by at least the same number of days as provided in the Extension Stipulations.

7. **Termination.** This Agreement automatically shall terminate upon the occurrence of any of the following events (each a “Termination Event”), unless such Termination Event is waived in a writing for that purpose signed by all Parties:

- (a) The Debtors propose and/or seek confirmation of a plan other than the Plan;
- (b) A plan of reorganization other than the Plan is confirmed;
- (c) The Effective Date of the Plan does not occur on or before August 31, 2010; or
- (d) The Bankruptcy Court enters an order (i) converting the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code, (ii) dismissing the Chapter 11 Cases, or (iii) appointing a Chapter 11 trustee or an examiner with expanded powers.

8. **Effectiveness and Survival.** This Agreement shall become effective and binding on the Parties on the Effective Date of this Agreement. Upon a termination of this Agreement as a result of the occurrence of a Termination Event, (i) except as expressly provided herein, nothing in this Agreement shall constitute or be construed as a waiver by any Party of any or all of such Party’s respective rights or remedies under applicable law, (ii) the provisions of this Agreement and all of the obligations of the Parties hereunder shall be of no further force and effect, and (iii) pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rules of evidence, neither the provisions of this Agreement, nor any of the negotiations relating to this Agreement, shall be admissible into evidence for any purpose in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding seeking to enforce the terms of this Agreement following the occurrence and continuance of a Termination Event.

9. **No Solicitation of Plan Acceptance.** The Parties acknowledge and agree that neither the negotiation nor the execution and delivery of this Agreement is intended by the Parties to be a solicitation of the acceptance of the Plan or any plan of reorganization within the meaning of Section 1125 of the Bankruptcy Code, and such solicitation shall occur only after entry of an order approving the Disclosure Statement and granting the relief requested appurtenant thereto.

10. **Consideration.** It is hereby acknowledged by the Parties that no consideration shall be due or paid to the SBA for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Debtors’ obligations under this Agreement, which consideration the SBA hereby accepts as good and valuable and acknowledges and agrees is sufficient under applicable law.

11. **No Third-Party Beneficiaries.** The terms and conditions of this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person.

12. **Miscellaneous Provisions.**

- (a) The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, without the express prior written consent thereto of each of the Parties.
- (b) The Parties agree to execute and deliver from time to time such other documents and take such other actions as may be reasonably necessary, without payment of further consideration, in order to effectuate the transactions provided for herein. The parties shall cooperate fully with each other and with their respective counsel in connection with any steps required to be taken as part of their respective obligations under this Agreement.
- (c) This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. No rights or obligations of any Party under this Agreement may be assigned or transferred to any other person or entity without the express written consent of the other Parties.
- (d) For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute. This Agreement shall be governed by and construed in accordance with the Act and federal law, except that, solely where applicable federal law does not exist, the laws of the State of New York shall control, notwithstanding its conflict of laws principles or any other rule, regulation or principle that would result in the application of any other state's law. Each of the Parties hereby irrevocably and unconditionally agrees that (i) the Bankruptcy Court shall have exclusive jurisdiction over all matters arising under or in any way relating to this Agreement until "substantial consummation" of the Plan within the meaning of section 1127 of the Bankruptcy Code and (ii) thereafter, the United States District Court for the Southern District of New York shall have exclusive jurisdiction over all matters arising under or in any way relating to this Agreement.
- (e) Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the agreements herein for purposes of the Internal Revenue laws, Title 26 of the United States Code.
- (f) All notices, demands, requests, consents or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (i) delivered personally to the recipient, (ii) sent by facsimile to the recipient (with hard copy sent to the recipient by reputable overnight courier service

(charges prepaid) that same day) if sent by facsimile before 5:00 p.m. prevailing Eastern Time on a business day, and otherwise on the next business day, or (iii) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands, requests, consents and other communications shall be sent to the following addresses:

- (i) if to the Debtors:

Ciena Capital, LLC  
Attn: Mr. Britt Thomas  
1919 Pennsylvania Avenue, NW  
3<sup>rd</sup> Floor  
Washington, DC 20006  
Facsimile: (202) 635-2059

with a copy to:

Hunton & Williams LLP  
200 Park Avenue  
New York, NY 10166  
Attn: Peter S. Partee, Esq.  
Facsimile: (212) 309-1100

- (ii) if to the SBA:

U.S. Small Business Administration  
Associate Administrator for Capital Access  
409 Third Street, SW  
Washington, DC 20416  
Facsimile: (202) 205-7230

with copies to:

U.S. Small Business Administration  
Director, Office of Credit Risk Management  
409 Third Street, SW  
Washington, DC 20416  
Facsimile: (202) 205-6831

and

U.S. Small Business Administration  
Office of General Counsel  
Attn: Eric Benderson, Associate General Counsel for  
Litigation  
409 Third Street, SW

Washington, DC 20416  
Facsimile: (202) 205-7154

and

United States Attorney's Office for the  
Southern District of New York  
Attn: Jean-David Barnea, Assistant United States Attorney  
86 Chambers Street, 3rd floor  
New York, NY 10007  
Facsimile: (212) 637-2717

or to such other address or to the attention of such other person as the receiving Party has specified by prior written notice to the sending Party.

- (g) This Agreement, including without limitation the Plan Term Sheet (and those agreements with SBA assumed in accordance with the Plan Term Sheet), and the FCA Settlement Agreement, together constitute the entire agreement of the Parties with respect to the subject matter of this Agreement—including without limitation the settlement of the Specific SBA Claims, Specific Ciena Claims and the scope and nature of the Excluded SBA Claims and the Excluded Ciena Claims—and supersedes all prior and contemporaneous agreements regarding such subject matter in their entirety.
- (h) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by electronic mail in portable document format (.pdf) shall be effective as delivery of an original executed counterpart of this Agreement.
- (i) The Parties consent to the public disclosure of this Agreement by any of the Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

**ARES CAPITAL CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CIENA CAPITAL LLC, f/k/a  
BUSINESS LOAN EXPRESS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CIENA CAPITAL FUNDING, LLC, f/k/a  
BLX CAPITAL, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BLX COMMERCIAL CAPITAL, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUSINESS LOAN CENTER, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BLX HOLDINGS CORP.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BLX CAPITAL REAL ESTATE, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BLX COMMERCIAL CAPITAL REAL  
ESTATE, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BLC REAL ESTATE, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BLC FUNDING, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BLC FINANCIAL, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BLX CAPITAL REAL ESTATE (BERLIN),  
LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BLC REAL ESTATE (UPC PETROLEUM),  
LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BLX REAL ESTATE (TEXAS), LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**THE UNITED STATES OF AMERICA**

PREET BHARARA  
United States Attorney for the  
Southern District of New York

By: \_\_\_\_\_  
Jean-David Barnea  
Title: Assistant United States Attorney

**THE U.S. SMALL BUSINESS  
ADMINISTRATION**

By: \_\_\_\_\_  
Eric R. Zarnikow  
Title: Associate Administrator for Capital Access



**SCHEDULE A**

**List of Debtor Affiliates of Ciena Capital LLC**

Ciena Capital Funding LLC f/k/a BLX Capital, LLC  
BLX Commercial Capital, LLC  
Business Loan Center, LLC  
BLX Holdings Corp.  
BLX Capital Real Estate, LLC  
BLX Commercial Capital Real Estate, LLC  
BLC Real Estate, LLC  
BLX Capital Real Estate (Berlin), LLC  
BLC Real Estate (UPC Petroleum), LLC  
BLC Real Estate (Texas), LLC

**SCHEDULE B**

**Servicing Advance Reimbursement Claims as of March 18, 2009**

**Schedule B**  
**Servicing Advance Reimbursement Claims as of March 18, 2009**

<b>BLC Loan #</b>	<b>SBA #</b>	<b>Project Description</b>	<b>Gross Collateral Protection Costs</b>
20060320	1055306007	Big Taste Prop & Big Taste Mgt	1,779.86
042997	1073334006	Golden Unicorn	4,047.20
1185764000	1185764000	Suchi Inc	7,589.72
1194244010	1194244010	KartikInc dba Microtel Inn&Sui	7,809.35
042098	1212144009	Barking Frog Inc dba Barking	155.00
082797	1228444010	TimbocsServiceStation	12,016.99
720011950	1274064004	Richard Urbano-EmeraldRoom	70,808.23
20060330D	1327136009	Dave Roach Realty LP dba	57,191.81
20060330E	1390606000	Jackson AcquisitionLLC dba	5,350.49
20060331B	1544856009	John F Fleming	6,602.75
20060725	1570096010	LA Terrazza LLC & Bella Noche	11,462.41
20060407	1595366004	Rosemont Estates Inc & Rose	52,678.48
20060410C	1609336008	Michael Sardo & Cheers Works	1,600.00
20060412B	1618796008	James C Wardlow OD dba Golden	26,725.05
20060518D	1669245000	Nicks Mart LLC	10,823.26
720012220	1725164010	Saltzman Printers, Inc.	25,355.30
720012280	1738564000	Littrell	8,366.24
720012170	1741764002	INSYNC Comm.&NewFranklin Partn	117,351.34
720012210	1744504000	KaJay,Inc t/a Walhalla Grocery	57,738.73
1752344000	1752344000	TCH Construction LLC	11,155.58
1770304003	1770304003	Back Nine Pitch & Putt Inc	1,729.30
1779474004	1779474004	Krystyna Bista & Marian Bista	1,249.63
20060630	1803985001	North Kansas Cty Mgt Inc dba C	497.93
20060505	1838746006	One 10 Tower Investments	57,310.67
20060518B	1852316002	Rupnrine Boodram & Thakurdai	1,064.98
041698	1863764000	Avanti Salon&Spa Inc	15.00
20060816	1865275006	Bread & Butter Three LLC & 316	2,810.00
042898B	1881324001	Karl Marburger	60.00
051598B	1884824004	Practice Tee	48,265.13
20060801	1887255001	Jiffy Mart of Port St Lucie	21,915.72
1897864004	1897864004	John Scott Daru&Patricia Ann D	88,881.91
EXP20060719	1913625010	Shawn H Chin and MI H Chin	2,791.82
20060728	1931305001	Nexus Medicus Inc dba Independ	10,348.61
20060814	1958835007	Crossway Froup LLC	2,100.00
20060623	1968136009	Niroh Ent, LLC & Wildwood Kids	36,030.32
052998B	1983444003	Gulf Stream Seafood	1,388.39
20060523	1986566002	Matthew D Mingrone	1,341.50
100298	2007204009	Vishnu, LLC/HowardJohnson	442.00
EXP20061004	2031515004	AC Machine Systems	471.39
093098B	2067174004	PJK dba Howard Johnson Exp	10,808.05
20060510	2067174102	Kelly Cummings	6,430.17
052998C	2072394005	Manley Rest-Tios Mexican Rest.	78,709.48
063098B	2119944002	Shreeji of Sturgis Inc	32,711.75
20060630D	2131246010	The Ashland Bowling Ctr Inc	16,373.75
072198	2134674002	Trishul Hosp dba Days Inn	3,352.89

20060615	2136406009	Devkev LLC and Little Falls	155.00
20060629D	2138166002	Gebrehiwot Araya dba Arayas F	50,930.14
20060629	2156196004	Heinz Development LLP	8,953.40
081198	2157054007	Leatherwood Ranch	104.61
081198B	2164824000	TheNewYorkDeliWay-NewYorkOn17	326.07
20060626	2169346000	Eduardo Diaz and Eduardo DiazC	200.00
050699	2183594009	P&MHosp Super8-Cumberland	1,092.77
20060630F	2184736008	Krislie Inc dba Brooklyn Bagel	4,437.05
20061229D	2188055006	Harlow Vending	855.00
20060628E	2188476010	Green Acres Child Care Ctr	164,541.89
20060714	2202056010	Gs Properties LLC & Mesa Deve	310.00
EXP20070109	2202805003	Gediz Barnar DDS PC	3,833.50
720012790	2203824004	The Golden Harvester center	78.65
20060711	2205236000	Natalie Gordon & Atlantis Inn	675.00
2207734009	2207734009	Neha LTD LLC and SKP Corp	578.00
EXP20070117	2213105000	Children Intl Academy Miss Cor	1,811.93
720012740	2213644002	Connngrowth-TheBlackGooseGrille	10,762.41
720013650	2218194008	Larsen Partnership	5,690.00
20070130	2222265004	Servicesys Inc dba Downtown Ch	455.00
20060728B	2231376000	Morgan Fitness Inc dba 10350	2,116.40
081398	2246424002	Tampa Bay Resort-Ramada	675.00
2291664003	2291664003	River Run Inc dba Riverside Mo	8,821.61
720012820	2304054008	Southtek Services	1,426.40
20060831E	2318316007	Nip Frank Real LLC & Theodore	61,439.90
032299	2349364000	422 Smithtown Catering Corp	31,419.92
20060911	2353466001	James & Jennifer Hollnagel & K	27,049.32
20060901B	2359196004	Mico Golden Care Inc	15,479.19
20061031E	2370996009	Indy Holdings LLC	2,296.45
20060919C	2383986005	Watt Mart & Gas	24,835.51
720012980	2405624001	Park Ave Service-t/a Auto Repr	15,304.96
20061228E	2411726006	H&B Industry Inc dba Franks Ta	12,665.97
20060927	2413966001	Hardip Singh Sandhu dba Boyers	28,759.79
20061013B	2424946001	Florida Pump and Motor Inc	3,199.89
120398B	2438534005	Fuel Worx,inc.	15.00
111098B	2443374010	Piaget Child Care Mgmt-db Chil	79.00
20070601	2455625006	Xomar LLC dba Michigan Tires	29,228.59
20070705	2500165010	AC Machine Inc	1.80
20061122	2507226003	Foothills Family Health Care	155.00
20070628	2526935003	N&W Holdings LLC & Harbison	14,914.07
20070629C	2535395009	Pena & Kahn, PLLC	2,119.00
20061208	2543506001	Walker 4 Kids Inc dba Great B	4,738.21
012699	2551984002	Kiddie Haven Pre School	500.00
20061228C	2568496007	Genlenderkei II Inc dba Church	5,270.87
20070214	2577446005	Laguna Granite & Marble Design	64,507.78
20070111C	2578646008	Robert E Alamillo & RMD Invest	221.18
20071001E	2588885007	S & S Dairy Supply Inc	4,500.00
20070103	2602726009	National Call Response Center	1,891.95
20061229B	2604626007	Sucha Singh & Simranjit Kaur	655.00
20070427B	2611036005	Design Metal Plating Inc	13,827.89
20070130B	2611216000	L&K Berry Ent dba Pirates Cove	955.00
2616554004	2616554004	Dennis R Lye & Sam Mirabella	4,200.00
20070129B	2618596001	Karla Hicks & Karla Hicks Corp	11,408.97

2624404005	2624404005	Sai Krupa Inc dba Days Inn	65,910.43
20070130C	2631186001	Samah A & Sweeta K Khojman	13,477.13
021299	2651204010	JDH Trucking Inc	2,466.41
EXP20070910	2672515004	Friends Of St Frances	728.46
012899	2683244005	Muhammad Mahmood dba Germanna	130.00
20070315B	2692626006	Childrens Paradise Daycare Ctr	4,103.69
20070509	2694036010	Charljon LLC and Ciao Baby LLC	59,525.61
20071102B	2701505001	USA Pavers LLC	150.00
20070413	2706826009	M&K Industries Inc dba Cleenez	5,929.91
20070320	2715116010	Lovedale C-Stores Inc	30,725.86
20070322B	2716496010	Future Leaders Childcare	7,951.02
20070629G	2737816009	Guthries Sports & Fitness LLC	5,916.50
20070502	2751676000	The Bullpen Group	155.00
20070425	2753166004	Two Friends & Some Kidsdba For	155.00
032499ALL	2772884000	CampingCenter-CirclevilleCamp	43,046.50
20070628B	2786496005	Foulaps LLC	1,227.44
20070529B	2814566000	Macnair Acquisitions LLC & Dev	351.00
20070607	2822416001	D&P Trade Inc dba Legacy Home	23,361.93
032999ALL	2827344000	I-Shree Inc dba Super 8 Motel	665.00
091099	2833014002	Boricua Motors-Luis&Maria Rios	50.00
052799ALLB	2844394006	Barbara L Hanna dba Shad Hanna	22,261.57
20071220	2846165007	Contractors Cabinet & Title Co	1,969.19
2846384007	2846384007	Union County Medical Center	1,800.00
042099	2851504000	Tonys Nguyen-KienHoa&kienhoall	29,455.78
20050503B	2851504109	Sau Ean Le ind dba FV Capt LPI	11,286.48
20070629	2852446000	The Wilson Group dba Nassau Lq	2,500.00
20070809C	2853016002	World Wrapps Green Lake LLC	70.00
720013710	2942874001	NKP Corporation dba Econolodge	52,573.79
2955924002	2955924002	BillyHamiltonEnt-BillyQuick	40,166.86
072699	2976454002	Daniel Warren	253.21
091499	2985554010	Eagles Nest Corp	3,489.33
061499ALL	2987984003	RIKS Enterprises LLC dba Best	21,359.60
112800	3012664006	422 Smithtown Blvd Realty Corp	13,969.59
720013510	3022284003	Newr Era Die Company	15,592.39
720013520	3029714004	Joon Brothers Inc	41,525.01
051700	3033034004	David S Wilbanks DDS Pd & Davd	130.00
20071101	3040986008	Maple Ridge Spinal Pain Center	12,719.91
082099B	3044634002	David S. Wilbanks, DDS&Davis	137.00
110599B	3076274006	Griffin One Stop Inc	46,724.90
720013700	3093134001	BrilliantFinishing&JordonCompo	78,844.63
720013750	3094704008	Citgo-AmericanOilEnterprise	18,422.15
101599B	3105284009	KentVoandLanNguyendbaMissQuynh	4,885.00
720013760	3106904007	VishnuInc-ParkcrestMotel&LBow	5,331.96
090299B	3110464009	Niti Corporation dba Days Inn	57.74
092299B	3131074009	Alpine Inn-Vbel Corporation	536.22
720013830	3137904010	H&H Mini Mart, Inc	6,476.97
720013900	3163934001	YashCorp-NorthernInn	44,240.67
102999	3169054009	LaGrottaAzzurra dba Grotta	129.02
120899ALL	3180184003	Jung Hong im dba/Sun Hosiery	428,692.88
110599	3192354003	StevenD.Boyd & CathleenJ.Boyd	19,670.75
093099	3208004009	Georgetown Inc A Missouri Corp	5,690.00
010500	3211744009	Dougs Service Center	58,611.38

071000	3219354004	Champion Industries, Inc	20,456.08
720014010	3247894010	Wavecrest Realtyta/milescarsrv	10,184.83
101999ALL	3263134005	Mario Ent/Foodliner	65,384.17
012400	3281384003	Mayasagar I,LLc Travelode	125.00
720014110	3303094001	Julie Black & Atlantic Claims	500.00
720013990	3308304002	Winding Brook Golf Club	18,000.00
720014000	3308334000	JRD Golf Ventures, LLC	16,000.00
720014080	3377824009	Dabaeke Prop t/a Classi Chassi	11,610.81
720014130	3412854003	Damodar Inc & Days Inn Alma	103,832.87
010600	3435044010	Krauss Investments LLC	17,781.26
012000	3450884002	Amit Patel dba Days Inn	3,619.13
032300	3464294003	DKEnterprise-KnightsInn/Roanok	4,540.72
031000	3485374002	The Laundromat Compnay LLC	130.00
011400B	3489074003	Lakewood Hosp/villager lodge	126,168.18
122899ALL	3491404005	Millennium Offshore Power Boat	10,153.10
021800ALL	3530094001	GurcharanMultani-SuperPetroleu	617,623.87
012000B	3531054002	SK Intl Inc dba Chevron	130.00
08258901	3537053007	Joe's Bar & Grill	103,503.08
051900ALL	3541054006	8 Mile John R Enterprises LLC	169,005.78
022500B	3575424008	Dam Vo dba Miss Quynh Chi	51,647.26
022900ALLB	3577104010	Niles Family Restaurant	58,064.94
021400	3578844000	Allied Gasoline Corp dba Castl	20,386.14
031300	3578944006	Joesph Minh Nguyen	38,065.70
720014630	3581274007	18 and Dequindre Amoco	500.00
720014490	3583474001	TheSecondCityPetroMart	105,378.95
02010906	3588474000	SkiSkelnc-KwikKarWashOnWestTid	51,383.97
031300B	3588714109	JosephNguyen-CaptTruongPhi	62,991.79
720014410	3593424001	Laxmi Inc	10,245.00
032700	3601224001	Fuzzy Inc dba Meineke Discount	959.79
720014440	3603694006	MulkCorp-RockfordKnightsInn	180,403.01
720014650	3633144006	Tywebb Properties, Inc.	5,524.00
033100F	3636914007	Quaker&DixNorthernDrive	43,131.40
720014690	3646834000	Arc Restoration Company Inc	312.43
720015080	3649874007	Datec Tool & Machine	41,286.95
720014520	3651454009	Maupin, Inc	3,725.03
061500B	3655254005	Howard Rose Cheese Cake	3,478.28
050300	3663184008	Williams Palace Inc	3,211.07
051000	3670104004	Fleadom,Inc	141.44
061500	3683924002	Sandgren&Assoc db Skookum Bay	2,033.21
042000B	3684444002	RobertLe-MissValarie	6,606.32
042500ALL	3704964003	Mack & Chalmers Mini Mart LLC	68,877.68
050200	3709234104	Miss Lorie Inc dba Miss Lorie	5,901.33
050800	3720074007	Dung H Buy dba Sea Diamond I	3,796.00
052500	3724034003	Kantex Hospitality Inc dba Sal	41,241.53
720014820	3725274007	P&J Building Part t/aHendrixsn	7,089.20
720015060	3727464009	573North Highland-Babettes Caf	733.38
052200C	3734544007	James DQ Inc-Jonathan Boy II	11,941.49
720014980	3740184002	4MLLC-M'sFoodMart	444.63
060900B	3745124005	repayne&Ass.Travellodgemythevl	181.72
062900B	3745154003	Paradise Ent of Brevard Inc	13,908.36
062200B	3752854010	ChangCPak-PaksTrentonGroceryCo	3,641.30
720014900	3758644007	Bennett Holdings Inc&Calley&Cu	91,665.98

720014840	3760874005	Woodville Associates Limited	16,612.00
061600	3764704008	DanVanNguyen-MissChristineIII	20,596.99
062000	3771974006	GCB Ent LLC dba Anchor Inn	130.00
071400	3797574002	Tuc Van Vo dba Miss Thom II	2,725.66
062200	3798404010	Kaash Business	2,544.83
720015160	3798714009	Smart Stop & Shop Inc	119,259.41
720014970	3803364006	SSJGPetroleumInc	223,783.29
063000B	3807524003	Evershine Flagler LLC	5,035.59
063000	3816434002	Little Learner Academy	8,490.49
720015090	3825954007	DEP Gas-DFP Gas org name	134,788.20
081600	3840464000	Totally Eighties Inc.	2,985.11
720015190	3846534009	SarifaFueldbGratiotPetroMini	48,931.49
02011017	3848584006	SBK Enterprises	500.00
082300B	3861244003	Hanson Steamboats Inc dba Rive	28,695.78
122700C	3864984008	Steve Q Nguyen and Eileen M	638.93
111000B	3870674005	RaccoonBoat Rental-RaccoonReef	1,756.19
081100	3872624005	Soniya Hosp Corp dba Knights	7,000.00
092900	3897084005	Total Automotive of Westchestr	500.00
082300	3898314102	ThamTroung-AnthonyBoylll	45,543.53
02011010	3899824006	Kwik DCSC on Harris Ave	63,957.80
720015630	3906774003	Miracle Century Realty Trust	1,321.23
092800B	3922234005	FultonShehan-EastgateMiniMart	2,223.75
720015420	3926184000	Turner Health & Fitness	1,610.65
20010828B	3951244007	Hoang Van Nguyen SeaGull III	40.51
720015610	3958154007	H&JHoldingsLLC-The MountainPla	150.00
100600	3958344005	Shriya Inc dba Microtel Inn	7,279.41
120100	3968624010	Jigar, LLC&Mital/dbJeffersonvi	17,750.05
02011048	3970854008	Shawn & Sameer Inc	18,207.59
20041007B	3979774102	Ngo Ho dba Lady Kristie	8,150.62
102500E	4009374006	WahlstromsFamily-ParkwayKnight	79,755.87
720015830	4010314007	Philip C Frederick Sr	500.00
102500	4011844004	TD & K Enterprises	28,948.92
720016040	4014764010	Radwan & Affas Real Estate Inv	33,040.20
720015700	4020344009	Mirs Enterprises LLC	63,934.96
02011047	4023124008	Kevin Issa Al-Banna	4,200.00
02011057	4023924001	Walta Inc d/b/a Mr.G's#1 Quick	1,012.65
4029764002	4029764002	Sheaf Inc & 4 Kids Inc dba Sky	16,006.44
112100	4032784009	Nhon Tai Vo dba Johnny Vo	71,935.39
720015720	4037404010	ExcelHealthEnt t/a	194,140.60
120800	4042134006	Quinting Hospitality Inc dba	1,229.61
111500	4042894000	S&T Beverage and Deli Inc	124,314.03
120600	4045794000	R D Morris Inc	100.00
720015930	4050964008	Samah Mini Mart	55,371.02
20011130E	4055294007	Julia Petro Mart Inc	37,842.95
112000ALL	4055604004	Gayatri Hospitality dba Days I	10,880.51
720016110	4055914003	Khan Hospitality t/a Super8 Mo	258,545.79
02011067	4064004003	Palal Inc dba Heritage House	130.00
112200	4066914009	Skaggs Business, Inc.	6,440.63
720015880	4071134005	Al Jennah Inc	1,589.50
720015870	4072494010	Jk Discount Shoppe Inc	15,074.28
02011074	4093124003	Rafeekali R Virani-Doc's Food	307,778.11
121200B	4094294010	Sitara Petromleum Inc	1,406.75

122000	4099944003	PeterPham-SeaDollar	8,846.12
122200	4103744006	Marvin K HitchnerIII-Greenwich	500.00
720015940	4104834000	Tai Hospitality, Inc	518.50
122100B	4111504102	Dinh Nguyen-Big Lucas	47,923.67
02011071	4116764000	LakeWaldenAcademy	36.00
02011113	4118174004	WeimarHospitality-WeimarSuper8	215.42
011101	4130744001	Lang V Nguyen	4,525.30
720015960	4130764007	Mazel11-ClassicModelTalentMgt	23,292.77
02011224	4135794004	Minds Over Matter Child Care	64,580.77
122000C	4136374009	Carlisle Sports Emporium	11,261.33
010501	4147054100	Hung Than Phan dba Mr Henry	5,479.80
020801	4149204003	Samuels & Samuels LLC	11,455.93
720016010	4151474002	Despina Inc	9,668.65
012601B	4154544005	JefferyCanwell dba/Pipercounty	59,657.11
012501	4155454004	Duck Pond Ent& Melvin Moore	6,374.93
02011084	4160654010	SK Integrated dba Evans Stop	130.00
031501	4175924000	JDT Custom Cabinet Doors Inc	367.50
061501D	4182104010	P.R.Hospitality Group dbaKings	18,855.30
021301	4204044007	GosanInc-SuperBowlFamilyEnt	62,839.15
013101	4222484003	Cafe Restaurant Portugalia,Inc	4,314.84
02011086	4227024004	Gary Rife and Vicki Rife dba	155.00
022201	4228104006	MRP Limited, Co dba Macks Weld	67,774.84
030101	4264984009	ThanVanTran-PrincessDiana	3,683.84
02011193	4279184008	Riddhi Hotels LLC	41,298.45
02011096	4290984002	CountyOaksEarlyLearning	49,204.94
20011031	4296324004	Huyn Tan Thai-Tan VinhIV	632.74
032801C	4316454006	XuanNguyenLuckyTime	29,906.34
031301	4316624009	TaoKevinDang-SeaEagle	1,445.35
02011097	4321594007	Greenlee Ent Inc dba Kwik KarO	33,332.45
031501B	4330404009	DA DNewallamerican	1,250.00
031501C	4330604010	Adnre Truong-Anthony Boy I	6,026.14
030201B	4342354004	DavidBarkley-MareAquarium	3,192.02
031201	4344764002	Judie Inscoe/LodgeatHomer	8,427.37
031301C	4348464003	Custom Bus Prod-Sally Buckley	317.57
02011108	4349834009	Chong Suk Booker dba Lofthouse	25,788.53
032001D	4351604009	Deeda Marlo Inc dba Club 40	50,121.95
050301	4366124010	Bee Rite Tire Disposal	2,267.14
042601C	4372334010	Phillips 66	45,606.51
050701	4375324002	N.B Sons, Inc dba Fina Gas Sta	23,313.56
032801	4375774008	KauppiOilEntInc&DennisKauppi	202,425.95
032601	4378844000	Lakewood Hospitality, LLC	74,975.84
02011110	4381324009	Best of AAP Corp dba DCSC FW	180.00
032901F	4385134008	Butterfly Pavillion	23,088.29
060501	4394224002	Godfrey's Firewood Product	3,208.33
051701E	4398694000	YamSulnc-R&DMotorSports	2,610.42
041201D	4405144009	Rimar Properties Inc	8,948.87
02011147	4405194002	Neighborhood Oil Centers Inc	21,281.22
041001	4412734007	ThanSangll-PhungVanHo	15,735.21
20050525F	4412734105	JustinLe,ind.dbaF/VOceanOnell	82,001.38
042401	4430014007	Quan Q. VU	57,125.48
042601B	4443684008	Kent Le	11,805.34
051501	4467644001	AtlanticGulfOilCompany	4,464.57



042701	4468264007	Randal C Boyd and True Temp	9.61
20010731	4468814006	Springs Top Notch Inc	412.80
20010927C	4471744010	Legends Lodge	92,405.43
20011211B	4472864002	Chuck's On The Boulevard, LLC	1,781.43
02011153	4480164004	Ingram & Son Company	130.00
02011150	4490934003	Washco Inc dba Liberty Full Se	144,896.71
051801E	4491584105	XuanQuangTran-MissCindy	23,356.98
060101B	4497994002	Suscon Inc and Diamond Drinks	500.00
051101	4499884008	SAS Development & Sascon Inc	75,462.21
052501B	4500704009	Sharda Realty dba Days Inn Mor	3,371.09
20060919B	4501604103	Nga Ho dba Lady Kristie II	7,468.87
061401	4504414002	Tai Lam dba Kim Hoang	2,830.58
20010801	4511824005	East 21st St Station Inc	10,288.75
062601	4524324007	Ryan Petro Mart LLC	59,337.31
052101	4526044010	Gregory & Young Inc dba Tara	59,843.21
053001B	4526474010	Unity Hospitality LLC	814.44
053001	4526884004	Richard Hieu Tran-Dominic Tran	39,918.09
02011148	4537694001	Nalika Inc dba Dry Clean Super	987.89
02011149	4538564010	DiCoJa-KwikKarLubeTune&WashOn	23,934.04
062701C	4541654003	Sabertooth LLC and Sinister	61,349.62
060101	4542634010	JL Chatham INC dba Scooter Tut	410.00
20010914	4550494005	Konstantinos Mantis &George	20,454.06
20010831G	4553154003	Loading Zone/Extra Innings Bal	3,262.50
061201B	4555954000	Mack & Chambers Mini Mart	2,171.22
20020311B	4563564001	Nassar Management Group LLC	69,223.53
062101B	4572104201	TuanVanTran-MissDianel	74,672.79
20020619	4572154009	TuanTran-Miss Diane II	45,171.03
062201B	4582494010	S&BHospitality-TwinBridges	4,804.39
062901E	4591784005	Larry&CarrollLewellyn-GreatNor	349,764.87
02011474	4595404004	LDsShortStop-Supertrack	31,818.13
062801B	4606244000	D&F Petro	171,725.54
20010921E	4606304005	WashtenawMiniMartInc	56,858.45
20011018	4610424009	Creative Trucking Equip Inc	130.00
20010719B	4614184006	Gir Enterprises	500.00
20011128	4629514001	Minh Van Doan dba Phuoc Thanh	16,235.57
02011179	4638924008	Demi Inc dba Kwik Kar Wash	12,636.93
02011167	4669064002	B&D Kwik Kar Inc dba Kwik Kar	4,998.20
20010727B	4680474008	Hung VanNguyen dbSunny Nguyen	1,916.41
02011174	4684674006	Brista Automotive Ent db Kwik	3,277.78
20020104	4689904002	B E Jumma Inc dba La Parrada	2,000.00
20011001	4691414007	MingVDang&QuynhVanDang	31,289.71
20050505B	4691414105	Kim Dung Phung dba FV Master T	2,990.58
02011168	4693564010	Just for Kids Academy of Ocala	70,398.28
20010913B	4696954004	TCA Holdings LLC& Dora Inc	62,168.16
02011214	4735324007	BigThicketLodging dbaSuper8	313.88
20010809	4763374008	ThuongNguyen-BeauRivage	15,067.59
20011004B	4777714004	Jack Ellis Auto Group	7,716.60
20010914D	4786584004	Robert P and Joyce C Lagrange	26,561.11
20010823B	4793614009	C.E.D Assoc. LLC /Oceancitysea	2,868.97
20010817	4795814003	AnhKim-OceanEagle	3,700.62
20010823D	4795994000	Risidhi Inc db Southeastern	124.50
20010829B	4826204001	Lac Trinh	100,238.39

20010831H	4830694000	Mcgrath Hotels, LLC	147,837.82
20010831F	4851734009	Steve Sun&Shu Chen dba Budget	11,865.00
20011205B	4867214000	PeterMavrookas&Gabgeo db Colts	175.00
20010831	4871194108	DamVo-MissQuynhChill	93,450.09
02011195	4873494010	Donald L Allison M Mensik dba	10,833.77
20010910	4877504008	MJH Management Corp Inc	113,948.89
20010921	4878644006	John Kropp&Horizon Landscaping	46,000.87
20011023	4881064010	HongVanNguyen-JimmyJohnny	89,893.55
20010924	4882474006	Elizabeth Manley Inc	481.16
08269201	4888473000	Cono & Sons O'Pescatore Rest	15.00
20010926C	4889024003	BholaGas&Food-CitgoSaukVillage	60,695.41
20011012D	4889684002	Lighthouse International Prop	53,571.48
20011004C	4893794003	French Town Express Inc	78.75
20010927B	4908724008	Jai Shri Nath dba Apple Annies	1,323.00
02011311	4909464004	Renegade Mountain Golf Club	62,122.45
20010921B	4912264004	Phillips66Princeville-S&HProp	4,740.06
20011221	4920634008	Epsilon Commercial dba Judges	197,735.41
02011212	4921614004	Kwik Services Inc Kwik Kar	31,895.39
20011108	4924234003	American Plume&Fancy FeatherCo	17,659.54
20011016	4932054008	Livernois & Fenkel Food Mart,	90,893.29
20011031F	4934304004	Glo-Tex International Inc	5,357.00
02011218	4936014004	Oran & Rita Reaves & Barco Ent	8,707.79
20011005C	4939264004	XuanPhan&MinhTran dba Seahawk	3,080.59
20011005B	4939434007	MungVanPham-SeaWorld	8,840.71
20011019	4940044005	Kylan C Chandler	5,833.00
20010928D	4940774001	The Arena dba Locker Room Cafe	4,382.83
20011015B	4951434010	Vanilla Bean Realty LLC & Van	80,052.46
20011030B	4955534002	Trung Ba Le-Ocean Prowler	2,341.70
20011023C	4963104002	Y Van Dinh dba Miss Thanh Thuy	24,707.22
20011107B	4964604001	Patrick Whittington JR and P	8,801.73
20011029B	4966384000	James Warren and Warren	23,778.02
02011213	4978664009	Coons Dev Comp LLC dba AC Mach	156.13
20011016B	4979934009	Mank Ent & Khan Enterprises	1,734.30
20020329B	4984144002	Last Frontier Guest Ranch ,LLC	4,679.96
20020531	4987004001	Duc Nguyen aka Duck T. Nguyen	2,784.54
20011031D	4988484007	Saint Luis	647.25
20011031D	4988484007	Alexander H Truong dba St.Loui	123,660.57
02011254	4990174007	Lakewood Resources dba Kwik Ka	639.89
20011105B	5003814000	Milan Fuel Mart, Inc dba Milan	9,537.66
02011222	5005174002	LancasterBaywash dba KwikKar	671.60
02011233	5005484001	H A & S Inc dba Sunset Chevron	1,706.28
20011119	5017194005	Cooke's Care Home	3,538.54
02011232	5018434007	Parfore Holding LLC Smokey Os	13,230.56
20011114	5018704005	Pavani Enterprise Inc	16,740.87
20020220	5018724000	Pavani Enterprises Inc dba Ski	10,440.56
02011261	5024194003	JamalMAwad-AuroraSunmart	1,253.86
20011115C	5026494003	L&R'sRealEstate&L&R'sMiniMart	4,987.00
20011231B	5043144005	Ronald A Weller and N T M Inc	35,418.10
20020315D	5043694006	American Teuck Stop of Belmont	2,291.80
20011227B	5046804008	PolymerSpecial-ClassiInnovati	61,797.67
20011231	5060654007	6th Street Property LP	655.00
02011356	5070144000	O&BKwikKar-KwikKarTrinity	7,521.26

20011207	5070824003	The Grande Golf Club LLC	37.70
20011219B	5071044007	Hung Pham-LI Johnson	700.37
20020402C	5071234103	Thinh Pham-Papa T	71,673.96
20020104B	5071414000	JohnnyHiep&Than-TammyLady	64.50
02011251	5075514003	Free Willy Inc dba DCSC Eldrid	130.00
20020315I	5079084002	Joshua Mann & Christen Mann	23,914.77
02011257	5082254006	Harar Inc	2,267.98
02011268	5082914003	WEBERA INC	68,558.37
20011214D	5085754009	H&YStation-GratiotMarathon	1,133.58
20011214D	5085754009	Ana Petro Inc	61,593.19
20020405D	5086334003	BeeBe River Dev and Spritzes B	158,189.51
20011214E	5086954001	Sunbeamers Services Corp	6,245.40
20011214E	5086954001	Sunbeamers Services Corp	136,619.27
20020109B	5087144007	HongT-Blue Angel	225.00
20011214I	5090864001	YzeelInc-ChevronFoodMart&Churc	7,178.72
02011256	5091304010	Namas International Inc dba	9,528.67
20020606C	5101624006	BrendaFuoss&CaranEntdbaPondaro	10,806.92
20011214K	5102334004	Keith and Shelley Webb	90,292.02
20020228	5104874006	JVD Span Inc dba Dockers Rest	28,826.73
20020111	5105074004	Taylor Foster-Miss Christine	3,869.13
20020104C	5105124006	Nho V Tran-Miss Lillie	2,554.96
20020130	5109364103	VangTDao-CaptT&G	55,330.16
20020118D	5121304110	DangNguyen-St.Paul	16,089.64
20020320C	5123554010	JosephKmaid-RiteTrack	47,993.68
20020109	5136064004	Wahlstrom'sEnt-WahlstromFamily	17,126.05
20020115	5141124003	Huynh-DreamComeTrue	434.40
02011323	5152414002	SS&S LLC and Allstars Car Wash	4,577.83
20020208	5157844001	Bailes-Polk Funeral Home	130.00
20020517B	5165094001	MelissaWilliams-MissRedemption	33,644.69
20020301	5165554008	ExpressMart-DeanEvansEnt#549	145,153.39
20020214	5168584001	Daniel Mortuary and Crematorim	27,797.36
20020213	5186044007	WilliamTran-MasterRickylIII	12,336.03
20050606	5186044105	Hoa H Nguyen, individually	857.60
20020308	5187714009	AmandaLe-PrincessAlena	2,767.50
20041004	5187714107	Mary Trinh, dba Miss Carol	4,030.48
20020426	5195864008	Pittston Lumber & Manufacturig	3,033.67
20020225	5204774008	Tien Van Ho dba Binh Duong	1,240.62
20060331H	5204854106	Hai Hguyen dba FV Capt 7	55,548.14
20020320B	5207994010	D&DInc&JohnnyDeanThermonMarcum	11,915.00
02011308	5214064000	IIMACorp-WichitaTexaco	18,794.67
20020227B	5219574010	SalebFood&Vegetable-SalebFruit	20,272.22
20020305	5221104008	D&J Petro Inc	18,546.50
02011303	5233384008	Huo Socious Inc dba Kwik Kar	2,509.23
20020308C	5234284004	MC&T LLC dba Briar Ridge Golf	25,191.63
20050319	5239434109	MarifDarr Inc	84,115.17
20020314D	5242894010	Ram One Inc dba Town House Mot	36,733.12
20020319B	5245444108	Capt Peter Inc dba Capt Peter	83,119.62
20020314G	5246304005	Michael Bui/LuckyTommyIII	27,955.90
20020315	5250714002	Lewis-Smith Mortuary, Inc	9,153.26
20020411C	5251214007	Nida & Saba Inc	200,317.83
20020315J	5255694008	J C Real Estate LLC and J C	2,385.00
20020403	5259934005	R & G Group Inc dba	24,662.58

20020514	5270394010	Khadija&Son-RamadaInn-Sullivan	898.66
02011300	5285944001	Kells DCSC dba DCSC on 8th Ave	1,980.00
02011300	5285944001	Kells Dry Clean SC Inc DBA Kwi	4,350.00
20020326B	5287394006	The Le Family, Inc.	4,121.34
20020403C	5289234008	Prestige Custom Cabinets Inc	2,883.43
20020409B	5297994002	Chung Nguyen/Our Pride	2,483.46
20020411	5298534006	Thanasi Inc dba Berlin Diner	8,678.44
02011344	5310394005	Val Of Bellefontaine OH Inc	7,377.89
20020417B	5311064110	Quang Tran-Hoang Anh	3,887.23
02011310	5314044002	Brazos Valley Enterprises	6,418.70
02011310	5314044002	Brazos Valley Enterprises	22,145.06
20020423B	5320374003	Sea Angles II-NhiNguyen	1,147.20
02011307	5322504009	Lake Magdalene Academy Inc	630.06
02011327	5334814005	Vinod Mirani dba Snapfinger	1,653.88
20020424	5337544002	Total Golf Inc	155.00
02011384	5340744004	Ashleys Corner Store Inc	3,368.20
20020530B	5341214000	Dale Le dba Queen Lee	942.65
02011309	5344884008	Kieran J Strauss & Young Prop	155.00
02011320	5346604009	Margiotta Ent Inc dba NorthVal	130.00
20020503C	5351444003	TWFuelStop-NobelGeneral	4,951.59
03309401	5353353008	DA DDelco	8,441.00
20041019B	5355934103	Thu Van Nguyen dba FV Master	3,361.19
20020502B	5355954000	Kevin Luong-Sea Wind	455.37
20020503	5359024000	Chuc T Nguyen dbaSt Anthony II	46,964.34
20020531B	5372024005	Lake Side Machine	5,836.49
20021212C	5377144005	K&F Petroleum	69,092.91
20020520	5380234009	Hari Om Inc dba Economy Inn	165.00
20020607B	5388794007	SA DevelopmentGroup-SushiBarRt	2,324.80
20020523B	5393054002	ThomasVanNguyen-SeaCommanderIV	13,445.48
02011346	5394624009	AKA Hospitality,LLC dbaComfort	860.17
20020729	5398374003	Adel Enterprises dba Bellside	500.00
20020614B	5398604000	Brutole Brickoven Brewery	911.94
20020621	5403514003	Van Lang	149,482.11
02011338	5407184008	Brazos Valley Enterprises	811.88
02011338	5407184008	Brazos Valley Ent Inc dba Dry	25,962.46
20020626	5407194000	Jorg Schaffner & Stuart Lumber	1,789.50
20020530E	5407844005	TriDNguyen-TriStarIII	29,486.51
20050505	5407844103	Kim Dung Phung dba FV Lucky	7,160.60
20020710	5407864109	Mau Van Duong-LuckyLily	37,606.37
20020628B	5411744100	TaiNguyen-FiveQueens	48,517.95
20020822B	5412434005	MNM 360 Partner LP dba Execut	6,127.75
20020603	5421784007	DNHospitality-ExecutiveInn&Ste	38,026.23
20020614C	5428624008	Zero Golf LP	3,815.99
20020607F	5433754006	BalajiShreeCorporation	3,443.40
20020611	5435744007	Nam Van Tran dba Maria IV	27,040.37
20020619C	5439434005	PhuSteveNguyen-LuckyLady	6,020.00
20020621B	5460954002	HoangNguyen dba SeaWorld II	7,792.23
20020711	5461004001	MikeDaiTran-DynoMike	70,383.85
02011350	5461454007	Commerce Team Lodg/Foothills	821.84
20031126B	5466464107	Trai Huynh dba F/V Capt Tony	32,715.87
20060920	5466464205	Ngoc-Tran Thi Nguyen	5,366.39
20020627	5466494007	VinhQuangTran-StVincentI	1,015.00

20020716	5476824003	Fasil LTD	53,303.75
20030130E	5480134000	RS Supermarket Inc dba San Jac	20,840.96
02011357	5487924004	CM Medical Diagnostics	6,805.18
20020808D	5489274003	Coreylrons-Corey'sPlace	50.30
20020906	5493794009	Paul Culbreth/CulbrethSpecial	5,579.28
20020708B	5503784000	Mockingbird Skillman Mobil Inc	10.95
20020829G	5505514004	Roger D Mims & Patrick Mims Mi	11,967.98
20020729B	5509324003	JMC Real EstateLLC&JCJSdbaShad	2,800.00
02011463	5525664000	Driskill Ind dba Kwik Dry Clea	52,391.85
20020813C	5528454002	Capt Thanh Inc dba Capt ThanhI	785.78
02011408	5530174000	Fannin County Funeral Homes	260.00
02011392	5532644003	KNB Corporation dba Gateway	626.52
02011471	5534634004	SevilleEnterprisesInc	995.02
20020913C	5546824010	Mikhil Investments	35,395.41
02011372	5556834006	Williamson Children Trust FBO	315.42
20020806	5558714009	ThanhNgocHuynh-DonovanTienII	9,692.53
20020731B	5563064009	Den Van Nguyen-Sea Commander V	19,715.95
20050524C	5563064107	Jason T Nguyen dba FV Nguyen	1,031.72
20020830F	5567684004	Armstrong&CoSouthCarolina	5,500.00
20020813	5573234005	L&N Friendship Corp dba Friend	6,701.92
20020814	5574214001	Hai V. Pham dba Morning Lord I	10,274.88
02011430	5579734003	Oh San Ent Inc dba VirginiaPwy	130.00
20020917C	5589884202	CharlieCNguyen-DayAngel	96,055.08
20020820B	5590034006	Harry Nguyen-Miss Jennifer	22,485.43
20020816	5590094002	SanhHongLe-Jennifer&David	65,221.21
20020917B	5598434002	JohnFPham-CarolAnn	1,960.00
20020917D	5606824002	Gentry Holdings LLC dba Circle	655.00
02011383	5608214000	AC Machine Syatems	1,631.78
20020925B	5627434002	Vitangi Inc dba Jackson Citgo	8,739.82
20020906B	5636384002	SouthTexasDev./Sons of Pioneer	4,425.24
20050317C	5636384002	South Texas Development LLC	13,485.21
20050311B	5636384100	Barber-Hogg LLC & Hogg Brother	260.00
20020927	5644994008	Darlene Ione Godoy & Franciso	39,069.28
20020918B	5648014004	KimTran-LuckyJohn	10,000.00
20020830G	5650044110	ElizabethNguyen-StMichael II	42,975.96
20020913B	5662304102	Miss Kandy Tran LLC dba Miss	10,910.61
02011399	5665964009	DCSC On NW Hwy inc	3,367.29
20021030B	5674644009	AG Food and Gas Mart II,Inc.	687.17
02011409	5686044003	Industrial Prime Cont.& D&M	2,543.84
20021007B	5691184004	VM Realty LLC	5,608.46
20020930	5696754106	TamVanNguyen-PrincessTina	78,602.38
20021018	5701824000	Hung Vu-LAdy Agnes	8,857.72
20050120	5701824109	HoaMinhNguyen, ind.F/VMissJade	8,626.59
20021213E	5705554010	F&H Bro Inc dba Effingham	131,652.71
20021106D	5706114009	HortonMiniMart	150.00
20021114D	5710724007	A.A. Bro Inc	1,653.38
20030527	5710954006	Medren Investment Corp dba Dos	81.16
20030131	5713294004	Admon Prop Inc dba Admon BP	38,956.66
20021114C	5717124007	MRS Inc dba Best Value Inn &	4,165.00
20021101	5717134010	301 Circle of ProgressLLC&WPOP	28,575.35
20021015C	5718414002	St. Joseph IV Inc	1,018.55
02011450	5720914009	Highland Lakes,Inc.	3,908.77

20021213B	5726084010	C&H66 QuickmartPFC Imports dba	4,250.77
02011420	5734584007	Naylor Corp dba Moonshine Liqu	7,862.97
20030206	5740354004	DA DDrycleanmason	9,281.00
20021213C	5741324008	RunwayXpressInc	32,427.26
20021105B	5742924002	Mohamad Ouza & Skippys FillUp	33,162.57
20030305C	5748724002	Shanta V Inc dba Des Moines	2,437.50
20060213	5749074108	George & Bertha Heines	6,665.00
20021220C	5749384009	CEC Building LLC and Chesa	7,205.29
20021023E	5757554001	Dry Clean Super Center on E 70	76,312.62
02011453	5757664010	Taltex Inc dba Texas Poppuns	4,368.80
02011454	5757984001	Taltex Inc dba Texas Poppuns	5,823.56
20021023C	5773494007	Zuhair Al-Samdi dba Art Foreve	4,355.82
02011443	5801794001	GN Enterprise Inc dba Halls	155.00
20050525E	5816294105	JustinLe,ind.dbaF/V Ocean One	4,964.69
20021108	5822674010	An Ngoc Pham-Miss Sophia	6,622.39
20041019C	5822674108	Thu Van Nguyen dba Master Dust	627.95
20021213G	5831564003	B&RGroupOfWaynesboro-Stone	18,792.86
20021210	5842164007	Hanan's Investment, Inc	72,817.92
20021112	5851714008	LN Gas & Mini Mart-350	160,817.07
20021223D	5854364005	Jay Gayatri Inc dba Bellwood	112,649.68
20030224	5889764007	Stylianios Dimitriadis & Debra	2,336.46
20021209F	5893244007	Faith Ventures Inc dba Kwik	179,978.02
20021212E	5919164006	Allen Mini Mart	63,831.35
20021224	5936334109	Joseph Son Pham-King Joseph	58,735.34
02011469	5952994010	S&L Network dba Little Folks	25,985.46
20030310B	5961064004	DMH Inc dba The Aspen Motel	44,730.66
20030213B	5965254010	ADF Realty&Baltic Market Place	911.25
02011483	5965424002	Ellis Famliy Ventures dba DCSC	34,714.84
720009080	5973743008	Normandy Dental	1,376.05
20030205	5980284006	995 S Mason Rd dba DCSC Sm	4,913.96
20030218	5987494002	Bigeminy Assoc Comp dba Team	155.00
20030130B	5992844005	D&F Gas Mini Mart, Inc	102,570.16
20030130B	5992844005	D&F Gas Mini Mart	2,100.00
20030311D	5994724008	Webb D Hallman LTD	30,765.96
20030606B	5998924006	Shayona Enterprise of America	14,404.02
20030207C	5999664002	Henry Smith LLC dba Galena St	3,772.24
20030306D	5999744002	Tejal&Reena dba Days Inn&Suits	13,350.50
20030612I	6003324000	CTJA Enterprises Inc	59,959.53
20030306	6003504006	Suite Dreams America dba Hote	968.00
20030325B	6003744008	HarveyPetro.Co&DixieHwyMarathn	2,421.98
20030916	6004444003	B&D PropMgmtLLC&Dearing dbaBer	6,915.87
20030410E	6004994004	Omar Hospitality Inc dba Bette	9,408.87
20030130	6005064009	Martha&KeithCronedbaGold Eagle	1,527.85
20030306B	6006584003	Crown Lodging ltd dba Spanish	375.00
20031110C	6009004010	Universal Tire Inc dba Univerl	892.50
20030203C	6012594002	Dry Clean Center on Bert Kouns	17,189.24
20040618I	6013154001	River Bluff Super 8	15,439.41
20030131C	6014644008	Calm Enterprises LLC dba Kwik	39,433.42
20030404C	6052774002	US for Less,inc dba Sears Auth	9,245.62
20030415	6150974007	RonaldSteele-LakesideRestaurat	6,937.41
20030821B	6154394007	Wagner World LLC	1,713.75
20030326	6156604002	Elaine B Flanagan & Kennebec M	83,558.99

20030519B	6159854002	Sathya Sai Investments LLC	722.00
20030327	6187744001	1238 Doughty Road-Harris LLC	2,130.97
20030331C	6196274004	Duches Inc dba Kids at	6,721.89
20030411B	6202604004	Kwik Kar Lube & Tube of Norman	15,983.95
20030331E	6203874006	ClioGasInc	720.77
20030430E	6221034005	Kerry Lynch & Hands of Grace	9,893.40
20030411C	6230724002	Lenape Dynamic Inc and Lenape	1,367.00
20030429	6245374007	We Are Incorporated	21,744.02
20030425B	6270904002	Bread&Buttertoo LLC dba Reming	825.00
20030529B	6272814003	Randall I Nelson & Sindy A Nel	155.00
20030527B	6281784009	D&C Lonestar Car Care LLC dba	459.84
20030502	6285104001	AASA Group Incorporated dba	68,301.36
20030509	6288734008	Dima Oil Inc	46,149.30
20030612C	6312894000	Dynasty Real Estate LLC	30,408.53
20030612J	6315684002	Dhruti Enterprise Inc dba Circ	4,499.45
20030716	6316264007	Jada Vo Lang	463.75
20030828C	6327064001	Contract Consultants II LLC	3,000.00
20030613E	6357004006	Child Development Inc & 6590	120,042.98
20030707	6378504002	Jannetta Wells Comp Inc dba	10,662.52
20030627C	6399584003	Freeman Kleaners LLC dba Dry	26,955.10
20030626	6431444008	Collision Shop Experts&Prof.In	301.31
20030715	6454714009	Michael J Szerwinski & Donna M	8,744.12
20030912C	6456154000	Stephen Kisty & SDMK dba Acap	2,608.64
20040213	6465434003	BDL News Inc	11,151.55
20030721C	6484874001	Batson Mgmt and Galaxy Mfg Co	155.00
20030721D	6500504007	Kassey Family Restaurant Inc	125,975.02
12109301	6529573003	Cyprus Inc/K&P Partnership t/a	75.00
EXP20031001	6540284007	Serene Gas, Inc	4,871.02
20031001	6540304000	Serene Gas Inc dba Melco Truck	71,376.71
20030811	6554804009	US Quarried Slate Products Inc	1,223.05
20030818B	6560444004	Will Wall Enterprises	330.00
20030826B	6564304005	Mansehra Inc	500.00
20030930I	6592024001	HMA Prop Dev LLC and Holland	19,038.61
20031112B	6610304007	13 & Crooks Sunoco Inc	130.00
20040210	6640974010	Jayesh B and Poonam J Nathu	124,864.72
20030917B	6655434004	Toni & Antonela Preni & Toni	18,291.64
20030915E	6656934003	Joseph Automotive Partnership	963.50
20031009	6692814010	P Feiner \$ Sons, Inc	500.00
20031103B	6697084004	Chalkboard of Sarasota Inc	44,616.12
20031010D	6709274000	Eugene F Stluka	28,938.00
20031010E	6710864008	Aggressive Marine West Inc	1,025.00
20031020	6713344000	Ademola Adeniregun	7,380.12
20031017C	6730054009	Jeffery & Mary Lester dba Sout	7,886.35
20031016	6764444006	Patrick & Rachelle Cunningham	2,500.00
20031030B	6777444005	Mukesh Patel dba King's Inn	60,153.24
20031204	6801584002	Nine Wells LLC dba Super 8	665.00
20031118	6809464006	Lims Convenience Store LLC	618.12
20031119B	6809704006	Pottsville Auto Services Ventu	3,908.76
20031120	6821704009	RobertsInvestments dbaCountry	20,823.47
20031125	6825454003	Kitchen Cleaners Inc	62,062.43
EXP20031125	6825484001	Kitchen Cleaners Inc dba Dry	1,497.12
20031031C	6838894005	Miss Cories Playschool of Eus	27,449.86

20031031D	6850104005	Porter Holdings LC	617.25
20031124D	6852174008	Bella Hospitality LLC dba Best	500.00
20031210	6857434002	RVR Investments Inc dba Kwik	140.00
20031107D	6878354001	D&N Oil, Inc	49,396.86
20031124	6884974006	Busy4JC Inc dba Lollipop Kids	500.00
20031202	6895544001	Alan P Hooley and Wahoo Enter	46,311.53
20031219	6920064002	SJA Group Inc	5,739.78
20031218F	6948284000	Badat Inc and SNS Food & Gas	5,941.45
20040130B	6957074009	DardenneVetinaryHospitalBuildg	73,593.61
20040220B	6960014003	Hook&RosiesPubIncdbaKathleen's	1,916.25
20040106	6991744002	Charles B & Linda Pattman	7,952.97
20040227C	7002184009	Finch Machine Co Inc & Robert	149,329.43
EXP20040227B	7010174006	Finch Machine Co Inc Robert W	49,510.71
20031223D	7030294004	Shark Bite Saloon Inc dba The	6,561.50
20040211B	7040074001	Charles A Boudreux DDS	500.00
20040129	7051484001	Ernic Enterprises of Indiana	36,730.90
EXP20031224B	7055854002	M & K Investments LLC	8,963.83
20031230C	7057664008	Woodfield Management and Cross	1,018.37
20031224B	7061044002	M & K Investments LLC	69,400.46
20031231E	7062164005	Darlene lone Goody & Francisco	520.62
EXP20031224	7065004009	H & Z Oil Inc	57,724.97
20031224	7065014001	H&Z Oil, Inc	51,027.01
20040304	7073304005	Strickland Services Inc	884.14
20040109	7075084004	Rock Prairie Holdings LTD	6,177.22
20040330D	7078054001	Price&Company dba Parkland Gol	106,601.11
20040618D	7081164000	Bowman Shell	1,439.47
EXP20040227	7085094000	B & D Oil Inc	27,731.71
20040219B	7092984005	Building Blocks Academyof Okee	868.91
20040226B	7100834007	Auto Body Services	20,686.46
20040315B	7101984008	J B Truck Repair Inc	10,105.53
20040227	7119254010	Dallas R&S Intl Inc dba Buy Lo	2,217.41
20040203C	7134764008	Inn Town Motel	5,000.00
20040326C	7139394003	Matty Development	11,387.77
20040715	7156964010	Edwin Lugo LLC dba The Motley	1,744.82
20040817B	7158984009	Ded Ent LP dba Subway & dba	155.00
20040413	7170344008	NGOV SAM LLC dba Super Discoun	5,805.52
20040227B	7184224008	B& D Oil Inc	75,838.79
20040308B	7216284010	Dithop Enterprises Inc dba The	8,385.69
20040331F	7234754002	Rogers Memorial Management Co	5,936.53
20040330B	7245764000	Laporte Petroleum Corporation	1,000.00
20040326B	7252754006	Frontier Petroleum Corporation	14,009.66
20040319	7255264007	V&M Manufacturing Inc dba V&M	302.00
20040429B	7264254006	Zaheer Petroleum LLC dba Colum	3,309.39
20040331E	7291814003	Michael C & Sheilah Caron dba	500.00
20040331H	7306394001	Victoria Inn LLC	1,003.00
20040408C	7306464009	Jeffery Oil & Food Inc	37,163.83
20040527D	7318264005	BCAN Inc dba King Sudz Carwash	13,711.27
20040625	7338374000	JNC Statz Properties dba The	64,717.81
20040426D	7357264008	Skyline Village Inn LLC	155.00
20040429	7364394010	Tom's of Texas, Inc DBA Tom's	795.00
20040423B	7377914010	Carter Properties LLC	848.66
20040526B	7387574008	GE Inc. dba Big Daddy's Conven	507.33



20040819	7416024007	Preet Petroleum LLC	797.50
20040521B	7418284008	Harjit Singh dba 7 Point Food	13,005.00
20040514	7429834002	New SM Inc dba Dry Clean Super	5,086.42
20040730F	7430654004	Perminder S. Pandal dba Global	16,033.05
07259401	7442163000	Baumann's Precision Truck &	36,147.51
20040527C	7444414003	T.E.A.M Mgmt Ent. dba Leapin	988.39
20040624E	7457334002	Mulligan Petro Inc	52,603.50
20040527E	7462274002	Gerald F Ding & Tracy Freeman	165.00
20040602	7465034006	Prmc Incorporated dba Quality	9,027.86
20040611D	7465224004	RLJS Investments	4,622.50
20041228B	7469174010	kj oil corporation	41,467.31
19940914	7483423002	East 21st Station	110,364.41
20040611B	7502464006	RobertKirkpatrick dba BJs Stea	35,706.93
20040625H	7505714004	Mebrahtu & Assoc LLC & Mathews	883.63
20040624C	7513994007	RealKids Inc	155.00
20040625G	7522774002	Bassam Zahra	986.10
20040625F	7527734000	Innovative Opp Moss Bluff	155.00
20040729B	7548764008	Grant White Prop LLC & Grant	77,341.32
20050329	7559184006	Wash Wave Inc dba Country Mile	260.00
20040712	7575254003	Hamilton Liquor Store dba Mr K	9,936.49
20040813	7577654009	Mansi Hospitality Inc dba Trad	3,294.63
08269401	7599193007	Peter's Texaco	118.00
7610073008	7610073008	WILSON MANUFACTURING	25,190.04
20040908	7610554006	Justwin Inc	107,016.81
20040903	7618644003	Jay Yogeshwar Inc dba Royal	34,427.53
20040729	7622784002	Mary Jean Supreme Clean LLC	180.00
20040723B	7631464002	Sandra Clark Funeral Director	635.14
20040817	7654064003	Siam International Food Inc	15,233.36
20040810	7666644008	A & A Oil, Inc.	85,611.69
20040831	7667014009	Charles W Sanders dba Washing	4,900.00
720009930	7677593005	Cafe Miami Inc-Jorge Lgarrido	22,326.89
20040824	7679544001	Little Burger Prop & Little Fd	4,802.05
20040820C	7680274000	Grand Oaks Farm LLC	1,500.00
20040826	7684944008	Plaza Mobile & Modular Homes	1,000.00
20040826C	7688254010	Ras Ethiopian Cuisine LLC	1,805.00
20040827	7691174000	Baker, LLC dba Kwik Full Serv	65,501.70
20040927	7732574010	LDB Restaurant Inc dba Dickey	8,372.81
20040831F	7733354005	Schoen Investments Inc	10,820.97
20040903B	7739174000	Maza Hotel Corp dba Clarion	3,807.06
20040930	7744804004	D an D Investment Inc and	11,858.42
20040930I	7750494003	Admire Hold LLC dba Kitty Hawk	55.00
20041221D	7757704008	Sportswest Family Center, LTD	180.00
20040917	7780194008	AMS Petroleum Inc	1,169.85
20040927B	7789794007	Soueidan Car Wash Inc	16,624.70
20041014C	7796304009	2508 West Main Street Assoc LL	19,141.69
20041026	7796434002	Nazar Zetouna & Shafika Ent	155.00
20050203	7804304010	Rabia Basri Inc dba A-Madco	155.00
10269401	7806213004	Main Street Cleaners	125.00
20041214C	7810804003	Spotless Hand Car Wash, Inc	11,619.36
20040930C	7827354006	RJ Food Mart LLC dba Route 66	0.01
20041021B	7834894002	Vijay Kumar C Patel	155.00
20041119C	7844224004	Jawad Holdings LLC and Broad	155.00

20041215	7850924009	Kin Mak & Yong Yin Mak & Bott	500.00
20050728B	7855804007	Morton Street Holdings LLC	46,917.69
20041208C	7868954005	Ready Fire Aim LLC & Selectus	3,100.00
20041124B	7880574001	Navigator Travel Center Inc	4,630.83
EXP20050211	8011794000	Harden Foods Inc	16,153.13
20050421B	8052924009	Harden Foods, Inc	22,225.49
20041210	8070684002	Bux Corp dba Food Mart	19,346.22
20041127	8085774008	Oil E Enterprise dba Kwik Kar	11,454.05
20041129	8165054004	Unity Funeral Home LLC	155.00
20041213B	8176224002	33-43 Park Avenue Realty LLC	14,327.90
20041222	8291264009	Rainbow Village of Highland Ct	2,000.00
20050203B	8309714001	Heights DCSC Ltd -Dry Clean	111.42
20050329D	8326044003	Nicola Pirkovic & Anastasia P	6,939.50
20050211	8332614004	Swami Petroleum Inc	2,126.34
01309501	8372313006	Al's Mobil Service-Al Mattera	6,354.90
20050225E	8372974001	Synetics LLC dba Noblestown S	3,515.83
20050329b	8383294004	Magnolia Food & Fuel Mart Inc	9,456.27
20050128B	8386734000	A & M Collision Shop Inc	49,215.22
720010510	8389053007	Favre brothers/Leroy Favre Jr	11,246.55
20050930H	8444234002	Claudes Loganville dba ClaudeR	1,016.00
20050201	8458004004	Miriam G Scott & Michal D Scot	6,088.74
720010560	8462453006	Bo'sRestaurant-YoungHolding	14,479.39
20050223C	8481674004	Chen & Kesler & Kesler Auto	130.00
20050429E	8484184005	A I Paris Inc dba Dallas Inn	28,586.84
20050330C	8487024009	Verbeecks Country Store, LLC	477.00
20050317	8490344001	Auspicious Inc & Compassion	1,000.00
20050128	8492814004	Dry Clean Super Center of Terr	220.00
20050218B	8504894004	VP Fuel Mart Inc dba VP Fuel	41.83
20050204	8536214004	HST Ent Inc dba Dry Clean Sup	130.00
20050218	8539964001	Dry Clean Super Center	57,659.72
20050214	8556184005	Hooper Auto Specialties Inc	28,942.17
20050331H	8560354000	R & R Party Store Inc	29,555.47
20050211C	8563114004	Cel LLC & Club Gemini LLC dba	130.00
20050311	8563634007	Troy Inv Group & Fairweigh Fit	13,541.17
20050214B	8566074000	Howelett Enterprise Inc dba K	9,741.03
20050225G	8587934008	Fairmont Enterprises Inc	67.63
20050304C	8630154006	Tillson Ent Ltd dba Crossroads	10,864.72
20050315	8630564000	Hutch LLC&JAmato Quality Spray	952.93
20050318	8641994006	Green Acres Child Care Ctr Inc	19,850.29
20050322	8650524007	Urena Inc dba Sun City Center	40,481.90
20050310B	8675424008	PallaoroPropNorth-QualilnnGunn	510.00
20050325	8683484004	Lauries at Bowers Hotel Inc	3,689.65
20050324	8683864000	Mukhi Petroleum LLC dba C-Sto	130.00
720010660	8692873009	CID Rlty Trust and Sids Tires	155.00
20050330E	8702154006	Mai Pham & Joseph Tran dba Shg	10,829.87
20050627	8737344004	Hospitality Asset Investments	155.00
20050407	8750334006	LLP Realty Trust & Antioch Co	285.00
20050516	8794874006	CJ & PARTNERS LLC	85,013.66
20050622	8803554007	Thomas R Hill and Marilyn S	66,645.12
20050422	8803564010	Kwik Kar of Colleyville TX LLC	155.00
20050524B	8804644001	Johns Tack & western Wear	8,235.16
20050524B	8804644001	John Tack & Western Wear Inc	10,427.13

20050427	8810004004	Jabez Ent LLC dba Dry Clean	130.00
20050517B	8826514009	CARROLLTON STORM OIL, LLC DBA	142,898.29
20050525	8876184004	Trinity Place Child Care	23,805.51
20050531F	8876524010	Free Dream Hospitality Corp	1,897.50
20050531B	8880144006	64 Family Holdings & Clean St	155.00
20050616	8887094007	Quality Oil Change & Car Wash	1,752.72
20050603	8898514008	Deshmash LLC dba Gills One	1,445.25
20050628	8898964003	NC MAX INC	1,041.49
20050620	8904604008	Joe D Gannon dba Gannons Kwik	750.63
20051014	8909014007	Bassam M Hamade & BNN Import	900.00
20050808	8913184004	Aum Sai Ganesh Corp dba Best	1,341.82
20050623	8929854009	Shanel Properties LLC	588.60
20050630E	8943464006	Nantasket Beach Inn	15,670.46
20060224B	8945704010	C D Schneck Inc dba Rte 61 Car	6,758.64
20050729C	8946424000	Benway Ent LLC dba Victory Lan	5,775.00
20050630C	8948614002	Orlandos Pastries	14,606.59
20050801	8960524002	Embassy Home Care Inc dba Emb	130.00
072296	8964273000	Hart co. Lodging Inc,	269.50
20051114	8969594008	1357 S Saginaw Real Est Corp	13,169.00
20050713	8971374000	DESOUZAPROPERTIESLLC&DIPIERROS	14,881.84
20050930N	8977304002	N&N Developement LLC	88,169.45
20050729	8979914001	Gold Standard dba Waynes world	24,679.58
20050805	8985144002	Niroh Ent & North Cape Kids	10,000.00
20050816	8996214005	Ross Hooked & Cooked dba Ross	16,938.04
20050729B	8996854009	Jai Hotels LLC dba Best West	18,618.60
20050809B	9000774004	Shiv Investments LLC	271.61
20050822b	9020714005	Said & Rose LLC	2,093.00
20050930I	9040534007	Bush Dental Care PC	21,849.30
20051026	9052494005	Donnies Day Care Inc	3,350.00
20050907	9059154000	Treasure Island LLC dba Dry	7,840.64
20050922C	9068764008	Hardip Singh dba 97 Mini Mart	5,759.81
20050930F	9089714003	Larry Tunstall & Company	1,343.01
20050913B	9092624001	Alessandro Enterprise dba Cafe	6,610.24
20050923B	9098464002	Lucky Realty Corporation and	59,869.64
20051101	9117734007	David K & Patricia Moore	260.00
20051111	9129594010	Sand Pointe Hosp Inc dba Trav	8,999.00
20051006	9133234010	Terry J Wall Sr dba Happy	180.00
20050930E	9140734005	Petersburg North LLC & Peters	201,908.01
20051230D	9168044001	3rdGeneration Partnership&Spri	2,571.86
20051101B	9187894004	RAI & Tiwana LLC	500.00
20051102B	9196974006	Seabrook & Assoc LLC & Gas	6,180.00
20051103	9205044001	Pooja Oil Company Inc	13,151.48
20051115B	9205284003	Java Guru, LLC	500.00
20051111B	9222244004	Charles M Link & Multi Glass	641.00
20051118C	9277524002	Bickey II Corp dba Midway Disc	805.00
20051116B	9277594001	Amreli Inc dba Kens#1	19,055.00
082196A	9277913005	Ahrn, Ta /Star Motel	61.00
20051118D	9287274003	K&S Inc dba 1st Inn Gold	500.00
20051215B	9289034005	Tulsi One LLC dba Blimpie 2056	78,362.77
20051222	9289584006	Romeo C and Mira B Cabalar	500.00
20051130	9311354004	Main Line Rest Assoc & Bryn Mw	3,649.50
20051222C	9315734008	Innovative Opp Lake Charles	310.00

720011030	9338123009	Narryc Kana t/a Edelweiss Inn	2,472.33
02010175	9414083002	Blondies Club & Cafe	6,451.88
20051230	9428264005	The Everyday Store Inc	131.73
720015100	9456683003	French Town Express, Inc	2,344.90
20051229B	9492154001	Executive Club West LLC	2,000.00
20060112	9494924000	33-43 Park Avenue Realty LLC	8,581.95
20060109	9509884005	M Meng Corp dba DryCleanSuper	46,164.52
20060329	9581534010	Michael J Kali & Lauren L Kali	4,194.75
20060113C	9589774006	Milosha USA LLC dba One Stop	830.00
090597B	9620283004	Julians at Barony dba Julians	51,282.64
20060125	9630404003	Nitty Nand & Savita dba Arden	32,993.46
20060609B	9652194009	Mulvaney Motorsports Inc dba	26,455.12
121296	9655103007	Ohmkar, Inc Whispering Pines Motel	15.00
122796	9694853001	For Kids Sake Pre/Childrens 1st	244.50
20060313	9700994001	Suzanne Leechong dba Guardian	55,415.37
20060215B	9733634005	470 S Market Av Corp & World	10,065.20
022697	9867313002	Outer Limits Contract/JDMgmt	65.00
720011670	9942853001	Julie Hass Veterinary Care	180.00
20060113	9396264010	aces high llc and iron horse	14,033.95
F5VBLCCC20050919S	9095084000	Barnes & Mann Properties LLC	500.00

<b>Total</b>	<b><u>21,197,284.41</u></b>
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## **SCHEDULE C**

### **Released Guarantee Loans**

#### **BLC - SBA 7(a) Loans Where Guaranty Has Been Previously Released**

<b>SBA Loan #</b>	<b>Borrower (Short Name)</b>
7065004009	H & Z Oil, Inc.
8386734000	A & M Collision Shop, Inc.
7065014001	H & Z Oil, Inc.
5842164007	Hanan's Investment, Inc.
4606244000	D & F PETRO, INC.
3076274006	GRIFFIN ONE-STOP, INC.
6288734008	Dima Oil, Inc.
5851714008	L N Gas & Mini Mart, Inc.
9098464002	Lucky Realty Corporation and New Century Buffet, Inc. dba Ming China B
7666644008	A & A Oil, Inc.
7078054001	Price & Company, Inc. dba Parkland Golf Club
3825954007	DFP GAS, INC.

#### **BLC - SBA 7(a) Loans Where Guaranty Will Be Released as a Result of the Settlement Agreement**

<b>SBA Loan #</b>	<b>Borrower (Short Name)</b>
7430654004	Perminder S. Pandal dba Global Gas
7850924009	Kin Mak & Yong Yin Mak and Bottom Metro Corporation dba Akida Japanese
2842166006	Roma Palace, LLC
2779535010	Calvert Crossland Capital Partners, Inc. dba Rita's Water Ice
2678665004	Mera Vino, Inc. dba Mera Vino
7085094000	B & D Oil, Inc.
7010174006	Finch Machine Co., Inc. & Robert W. Piatt & Margaret L. Piatt
8052924009	Harden Foods, Inc.
7184224008	B & D Oil, Inc.
8946424000	Benway Ent, LLC dba Victory Lane Quick Change
5992844005	D & F Gas Mini Mart, Inc.
5705554010	F&H Bro Inc. dba Effingham Stations
2786496005	Fowlups, LLC dba Minerva's Bed, Breakfast & Books By The Sea
2611036005	Design Metal Plating, Inc.
4909464004	RENEGADE MOUNTAIN GOLF CLUB, LLC
4877504008	MJH MANAGEMENT CORP., INC
9129594010	Sand Pointe Hospitality, Inc. dba Travel Inn & Suites
9652194009	Mulvaney Motorsports, Inc. dba HeadRush Motorsports
2611216000	L&K Berry Enterprises, LLC dba Pirates Cove Car Wash
1887255001	Jiffy Mart of Port St. Lucie, Inc. & Assa Trading, Inc. dba Jiffy Mart
6500504007	Kassey's Family Restaurant, Inc.
4696954004	T.C.A. HOLDINGS, LLC AND DORA, INC. T/A DAYTON SUNOCO
9700994001	Suzanne LeeChong dba Guardian Angel Daycare Center
5505514004	Roger D. Mims & Patrick N. Mims & Mims Landscaping, Restaurant and Mar
4071134005	Al Jennah, Inc.
8556184005	Hooper Auto Specialties, Inc. dba Kwik Kar Oil & Lube on Staples
6014644008	Calm Enterprises, LLC dba Kwik Kar Lube & Tune of Yukon
7306464009	Jeffrey Oil & Food, Inc. dba Jeff's Citgo
5713294004	Admon Properties, Inc. dba Admon BP and Admon, Inc.
4055604004	GAYATRI HOSPITALITY INC. dba DAYS INN PITTSBURGH
2737816009	Guthries Sports and Fitness LLC dba Guthries
6357004006	Child Development, Inc. & 6590 Davie Corp. dba Children's Castle of Ho

SBA Loan #	Borrower (Short Name)
5298534006	THANASI, INC. AND GYOUZI, INC. DBA BERLIN DINER
7338374000	JNC Statz Properties, LLC and JNC Statz, Inc. dba The Playing-Fields
8977304002	N&N DN&N Development, LLC & Zora, Inc. dba Zora Sunoco & Algonac Taco
2526935003	N & W Holdings, LLC & Harbison ABC, L.L.C.
6821704009	Country Junction
8563634007	Fairweigh Fitness, LLC
4350714005	Mike's Short Stop
4550494005	EASTSIDE PETRO & MINI MAR
9092624001	CAFE NEENA'S
8945704010	Rte 61 Carwash
6825454003	DCSC on Camp Bowie
5241674001	Stop N Go Auto Clinic
5359024000	St. Anthony II
5590094002	Jennifer & David
5403514003	Van Lang
9559413006	MOTOR CITY AUTOWASH
5480134000	San Jacinto Shell Food
6825484001	DCSC on Camp Bowie
575766400	TALTEX INC. DBA TEXAS POPGUNS AND DBA ITOYSUSA.COM

## **EXHIBIT 1**

### **Examples of Calculation of Modified Capital Requirements**

**Exhibit 1****SBA Minimum Capital Requirements 13CFR 120.471****Current Proposal for Minimum Capital Calculation****Pro Forma\***

Unguaranteed principal balance of loans securitized	\$	206,313,718
Unguaranteed principal balance of loans owned		34,057,992
Gross principal balance of loans owned where guarantee has been released		42,064,200
Gross principal balance of loans owned where guarantee has been released (exlcuded for calculation)		(42,064,200)
Servicing asset		3,998,699
Residual interests (excluding subordinated tranches)		7,547,072
REO, net of chargeoffs		<u>2,213,941</u>
TOTAL	\$	<u>254,131,422</u>
Min capital required - 10% of total		25,413,142
Total net equity (includes net value of released loans)		27,036,790

**NOTES:**

\*Post-bankruptcy proforma amounts are using December 31, 2009 balances

\*\*The net value of the released loans is \$6.7 million - this is included in BLC's net equity



**EXHIBIT 2**

**Plan Term Sheet**

## **PLAN TERM SHEET**

This term sheet (this “Term Sheet”) presents the material terms for a restructuring of the claims against and interests in Ciena Capital LLC f/k/a Business Loan Express, LLC (“Ciena”) and its subsidiary debtors (collectively, the “Subsidiaries”; together with Ciena, the “Debtors”) pursuant to a joint plan of reorganization (the “Plan”) under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1530 (the “Bankruptcy Code”). This Term Sheet is subject to the negotiation of definitive documents that will include substantial additional terms and details and is not itself intended to be binding or enforceable. Terms herein with an initial capital letter not required by standard capitalization rules are defined terms, and each such term not parenthetically or otherwise defined herein shall have the meaning ascribed to it in that certain Settlement and Plan Support Agreement, dated as of May 5, 2010 (the “SBA Settlement Agreement”), by and among Ciena, the Subsidiaries, and the United States Small Business Administration (the “SBA”) to which this Plan Term Sheet is attached.

### **Plan Proponents**

The Debtors

### **Effective Date of the Plan**

The first business day 15 days after the order confirming the Plan (the “Confirmation Order”) is entered by the Bankruptcy Court, provided that either (i) no appeal or motion to reconsider, vacate, or modify the Confirmation Order has been timely filed or (ii) if such an appeal or motion to reconsider, vacate, or modify has been filed, no stay pending the outcome of such appeal or motion has been granted by the Bankruptcy Court.

### **Classification and Treatment of Claims and Interests:**

**Administrative Expense Claims** Each holder of an allowed Claim entitled to priority as an administrative expense under Section 503(b) of the Bankruptcy Code (“Administrative Claims”) shall receive payment in full in cash of the unpaid portion of such allowed administrative expense claim (i) on the Effective Date of the Plan or as soon thereafter as reasonably practicable, (ii) in the ordinary course of Debtors’ business, (iii) in the case of professional fees, after Bankruptcy Court approval thereof, or (iv) as otherwise agreed by such Debtor and such holder.

**Priority Tax Claims** Each holder of an allowed Claim entitled to priority under Section 507(a)(8) of the Bankruptcy Code (“Priority Tax Claims”) either (i) will be paid in full in cash on the Effective Date of the Plan or (ii) otherwise in accordance with Section 507(a)(8).

- Other Priority Claims** On the Effective Date of the Plan, each holder of an allowed Claim entitled to priority under Bankruptcy Code section 507(a), other than holders of Administrative Claims and Priority Tax Claims (collectively, "Other Priority Claims"), shall receive payment in full in cash or such other treatment as may be agreed to by the holder thereof.
- Secured Claims** Each holder of an allowed secured Claim arising from that certain Credit Agreement, dated as of March 17, 2006, as amended, by and among Ciena and Debtors Ciena Capital Funding LLC, Business Loan Center, LLC and BLX Commercial Capital, LLC, and Citicorp, N.A., as administrative agent for the lenders party thereto (the "Prepetition Credit Facility"), shall have its Claims cancelled and discharged in its entirety and in exchange therefor shall receive on the Effective Date of the Plan its *pro rata* share of both (i) the Restructured Credit Facility (as defined below) and (ii) 100% of the limited liability company interests in the restructured Ciena (the "New Interests").
- Other Secured Claims** Each holder of an allowed secured claim not arising under the Prepetition Credit Facility (collectively, "Other Secured Claims") shall have its Claim discharged in its entirety and shall receive on the Effective Date of the Plan in exchange therefore one of the following treatments, at the sole option of the applicable Debtor: (i) reinstatement of such Other Secured Claim, (ii) cash in the amount of such allowed Claim, (iii) turnover of the assets that constitute collateral security for such Other Secured Claim, or (iv) such other, less favorable treatment as is agreed upon by the applicable Debtor and the holder of such allowed Other Secured Claim.
- General Unsecured Claims Not Exercising Release Opt-Out Election** Each holder of an allowed general unsecured Claim against a Debtor other than Ciena Capital Funding, LLC (collectively, "Non-CCF General Unsecured Claims") that does not exercise the Release Opt-Out Election shall have its Claim discharged in its entirety and shall receive on the Effective Date of the Plan in exchange therefor 100% of its *pro rata* share of the portion of the applicable Settlement Fund (as defined below) remaining after the payment from such Settlement Fund of all allowed Administrative, Priority and Other Secured Claims against the applicable Debtor(s). Each holder of an allowed general unsecured Claim against Ciena Capital Funding LLC that does not exercise the Release Opt-Out Election (collectively, the "CCF General Unsecured Claims"; together with Non-CCF General Unsecured Claims, "General Unsecured Claims") shall have its Claim discharged in its entirety and shall receive on the Effective Date of the Plan in exchange therefor 100% of its *pro rata* share of the

portion of the Conventional Settlement Fund (as defined below) remaining after the payment from such Settlement Fund of all allowed Administrative, Priority and Other Secured Claims against Ciena Capital Funding. In addition, each holder of an allowed CCF General Unsecured Claim that both votes to accept the Plan and does not exercise the Release Opt-Out Election shall receive an additional distribution from the Ares Gift Fund (as defined below) in an amount equal to the lesser of (i) 50% of the allowed amount of such holder's Claim and (ii) \$50,000.

**General Unsecured Claims  
Exercising Release Opt-  
Out Election**

Each holder of an allowed General Unsecured Claim that exercises the Release Opt-Out Election shall have its Claim discharged in its entirety and shall receive on the Effective Date of the Plan in exchange therefor 10% of its *pro rata* share of the applicable Settlement Fund remaining after the payment from such Settlement Fund of all allowed Administrative, Priority and Other Secured Claims against the applicable Debtor(s). The remaining 90% of each such holder's *pro rata* share shall revert to Ares or its designee.

**Release Opt-Out**

Holders of General Unsecured Claims that check the appropriate box on the ballot for accepting or rejecting the Plan and thereby so elect (the "Release Opt-Out Election") may opt out of providing the Third-Party Releases (as defined below).

**Intercompany Claims**

All intercompany claims among the Debtors will be eliminated, and the holders of such claims shall neither retain nor receive any cash, property or other distribution on account of such interests, except to the extent the Debtors, in the exercise of their business judgment, deem it appropriate or useful to leave all or any portion of such intercompany claims in place.

**Interests**

Each holder of a limited liability company interest in Ciena shall have its interest cancelled and discharged in its entirety and shall neither retain nor receive any cash, property or other distribution on account of such interest.

**Means of Implementation**

**Restructured Credit  
Facility**

On the Effective Date of the Plan, three separate promissory notes shall be issued to the lenders under the Prepetition Credit Facility as follows: (i) BLC, BLC Real Estate and BLC Real Estate (Texas) jointly and severally shall issue a promissory note in the original principal amount of \$25 million, (ii) Ciena Capital Funding, LLC shall issue a promissory note in the original principal amount of \$10 million, and (iii) BLX Commercial Capital shall issue a promissory note in the original principal amount of \$2 million (collectively, the "Restructured Credit

Facility”). Each of the promissory notes comprising the Restructured Credit Facility shall have a five-year term and shall bear interest at the rate of 12% per annum. Interest on the Restructured Credit Facility shall be payable on the first of each month in cash or, at the Debtors’ option, 50% in cash and 50% payment-in-kind or “PIK.” Principal shall be payable in five equal installments, each on the anniversary of the Effective Date of the Plan. Each of the promissory notes comprising the Restructured Credit Facility shall be secured by a first and only security interest in and lien on all of the Debtors’ assets and shall contain such representations, warranties, covenants, conditions and other terms as are reasonably satisfactory to the lenders under the Prepetition Credit Facility.

**Revolving Credit Facility** On the Effective Date of the Plan, Ares shall provide a new unsecured revolving credit facility to the Debtors in the maximum outstanding principal amount of \$20 million (the “Revolving Credit Facility”). To the extent proceeds of the collateral for the Prepetition Credit Facility are insufficient on to establish all of the Settlement Funds on the Effective Date of the Plan and to make all distributions required by the Plan to be made on the Effective Date of the Plan, the Debtors shall draw on the Revolving Credit Facility.

**Settlement Funds** On the Effective Date of the Plan, Ares shall absolutely, irrevocably and indefeasibly release a sufficient amount of the liens and security interests collateralizing Prepetition Credit Facility to establish four separate settlement funds for purposes of funding distributions under the Plan, one for each of the following sub-classes of allowed Unsecured Claims: (i) Claims against BLC, BLC Real Estate or BLC Real Estate (Texas) (the “SBA Settlement Fund”), (ii) Claims against Ciena Capital LLC or BLX Holding Corp. (the “Parent Settlement Fund”), (iii) Claims against Ciena Capital Funding, LLC (the “Conventional Settlement Fund”), and (iii) Claims against BLX Commercial Capital (the “Agricultural Settlement Fund”; together with the SBA Settlement Fund, the Parent Settlement Fund and the Conventional Settlement Fund, the “Settlement Funds”). The amount of each Settlement Fund shall be at least the minimum amount that is sufficient to satisfy the requirements of any settlement of the Challenge Action that is supported by the Debtors. In addition, the amount of the SBA Settlement Fund shall be at least the minimum amount that is sufficient to satisfy the requirements of the FCA Settlement Agreement. Ares shall authorize the applicable Debtors to use the Settlement Funds to make distributions in accordance with the Plan.

**Ares Gift Fund** On the Effective Date of the Plan, Ares shall establish a gift fund in the amount of \$230,000 for purposes of funding additional distributions, in accordance with the Plan, to holders of allowed CCF General Unsecured Claims that both (i) vote to accept the Plan and (ii) do not exercise the Release Opt-Out Election. Any undistributed portion of the Ares Gift Fund shall revert to Ares or its designee.

**Treatment of Executory Contracts**

All executory contracts not rejected by separate order of the Bankruptcy Court shall be assumed, including without limitation all executory contracts with the SBA that are necessary for BLC to continue to participate in the SBLC program and to continue servicing and liquidating its SBA 7(a) Loan portfolio.

**Conditions to Confirmation**

Confirmation of the Plan shall be subject to the satisfaction or waiver of usual and customary conditions, including the following conditions:

(a) the disclosure statement shall be in form and substance reasonably satisfactory to the Administrative Agent and the lenders under the Prepetition Credit Facility; and

(b) the confirmation order shall be in form and substance reasonably satisfactory to the Administrative Agent and the lenders under the Prepetition Credit Facility.

**Conditions to Effective Date of the Plan**

The Effective Date of the Plan shall be subject to the satisfaction or waiver of usual and customary conditions, including without limitation the following:

- (a) The order confirming the Plan shall have become a Final Order;
- (b) All necessary governmental, regulatory and third party approvals, waivers and/or consents with respect to the Plan, the SBA Settlement and the FCA Settlement Agreement shall have been obtained, effected and/or executed and remain in full force and effect;
- (c) All statutory fees then due to the United States Trustee shall have been paid in full;
- (d) Any settlement of the Challenge Action supported by the Debtors has been approved by the Bankruptcy Court in a Final Order;
- (e) The SBA Settlement Agreement shall have been approved by the Bankruptcy Court in a Final Order; and

- (f) The FCA Settlement Agreement shall have been approved by each of the Bankruptcy Court and, if necessary, by the District Court in a Final Order.

**Creditors' Committee**

To be dissolved on the Effective Date of the Plan.

**Exculpations, Injunctions and Releases**

The Plan shall provide for customary exculpations, releases and injunctions. The Plan also shall provide for third-party releases by each creditor of all claims against Ares, Citicorp N.A. (both as lender under the Prepetition Credit Facility and as Administrative Agent under the Prepetition Credit Facility) and their respective officers, directors, attorneys, employees, affiliates and agents arising out of or in any way relating to any or all of the Debtors (the "Third Party Releases") unless such creditor exercises the Release Opt-Out Election.

### **EXHIBIT 3**

#### **Examples of Calculation of Servicing Advance Allocations**



### Exhibit 3

#### Examples of Calculation of Servicing Advances Allocations

Example 1 - BLC has advanced all CPC for the loan and SBA never reimbursed BLC for any CPC

Description	Amount	Comment
Loan recovery	100,000	
CPC advanced by BLC pre-Mar 2009	10,000	100% of CPC was advanced pre-Mar 2009 and BLC reimburse itself for CPC
Net Proceeds to split (net of servicing advances)	90,000	
SBA's share (75%) of proceeds	67,500	
BLC's share (25%) of proceeds	22,500	

Example 2 - BLC has advanced some of CPC for the loan and SBA reimbursed BLC for CPC paid post-March 18, 2009

Description	Amount	Comment
Loan recovery	100,000	
CPC advanced by BLC pre-Mar 2009	10,000	CPC was advanced pre-Mar 2009 and BLC reimburses itself for CPC
CPC advanced by BLC post-Mar 2009	3,000	CPC was advanced post-Mar 2010 and SBA reimburses BLC as costs are incurred
CPC reimbursed by SBA (75%)	(2,250)	SBA reimburses BLC for CPC made post-March 2009 as invoices are submitted to SBA
CPC reimbursed by BLC (25%)	(750)	BLC reimburses itself for CPC made post-March 2009 as invoices are paid
Net Proceeds to split (net of servicing advances)	90,000	
SBA's share (75%) of proceeds	67,500	
BLC's share (25%) of proceeds	22,500	

Example 3 - BLC has advanced CPC for the loan and SBA reimbursed BLC for its prorata portion of CPC; loan defaulted post-March 2009

Description	Amount	Comment
Loan recovery	100,000	
CPC advanced by BLC post-Mar 2009	3,000	
CPC reimbursed by SBA (75%)	(2,250)	SBA reimburses BLC for CPC made post-March 2009 as invoices are submitted to SBA
CPC reimbursed by BLC (25%)	(750)	BLC reimburses itself for CPC made post-March 2009 as invoices are paid
Net Proceeds to split (net of servicing advances)	100,000	
SBA's share (75%) of proceeds	75,000	
BLC's share (25%) of proceeds	25,000	